

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

Feeder Dairy: P.O-Baharampur: PIN -742101: Dist.-Murshidabad e-mail: bhagirathi6@rediffmail.com; Website: www.bhagirathimilk.com

NOTICE INVITING E-TENDER 1ST CALL

BU/E&T/M. VEHICLE/ 0908

The Bhagirathi Cooperative Milk Producers Union Limited (BCMPUL) invites **E-Tender** in Two bid systems for entering into rate contract for hiring Insulated vehicle as per requirement, terms & condition mentioned herein under –

A. KOLKATA FORT WILLIAM ARMY SUPPLY

Two (2) no(s) of Insulated Covered Vehicles for transportation / carrying, supply & delivery of our Milk & Milk products from Belgachiya or from any convenient place to the various delivery points under Kolkata Fort William Army Station, UNDER MINISTRY OF DEFENCE, GOVT. OF INDIA OR OTHERS DEPARTMENT / PRIVATE ORGANIZATIONS / OUR RETAILERS AND DISTRIBUTORS POINTS of that route.

- 1. <u>Date of placement or deployment of 2 no(s) of insulated vehicle for taking load at BELGACHYA is 30.09.2025</u>, without fail.
- 2. Total accumulated Goods & Load carrying capacities shall be <u>6.2 Ton (approx) = 550</u> no(s) loaded milk crates (in both vehicles), along with driver, helper, loading & unloading.
- 3. Total numbers of vehicle requirement are 2 (two), out of which one vehicle is for 200 crates capacity and another one is for 350 crates capacity.
- 4. Contract for a period of 1 (one) year w.e.f. 01/10/2025 to 30.09.2026, if required, it may be extended further upon satisfactory performance.
- 5. Tentative 50 to 60 numbers delivery / unloading points shall be included
- 6. Total traversal 250 K.M to & fro per day against both vehicles.
- 7. Loading time 12 AM (mid night) and unloading & delivery shall be completed in each delivery points by 6 AM every day without fail.
- 8. Interest free Security Deposit is Rs. 1 (one) Lakh against this route and it shall be refundable after successful execution of the contract.
- 9. If required, loading point may be shifted to any place of Kolkata to Krishnanagar / Kalayani Road on exceptional day or days due to break down of scheduled connected vehicle from Berhampore. In that case, an additional amount as decided mutually will be paid accordingly. Your cooperation is highly solicited in that situation.
- 10. Loading time and delivery time may be changed as and when required.

Dated: 04.09.2025

B. NORTH BENGAL (SILIGURI) ARMY SUPPLY

Two (2) no(s) of Insulated Covered Vehicles for transportation / carrying, supply & delivery of our Milk & Milk products from UMA DAIRY or from any convenient place to the various delivery points under BENGDUBI, SUKNA AND SEVOK ARMY STATION UNDER MINISTRY OF DEFENCE, GOVT. OF INDIA OR OTHERS DEPARTMENT / PRIVATE ORGANIZATIONS / OUR RETAILERS AND DISTRIBUTORS POINTS of that route.

- 1. Date of placement or deployment of 2 no(s) of insulated vehicle for taking load at UMA DAIRY is 30.09.2025 without fail.
- 2. Total accumulated Goods & Load carrying capacities shall be <u>9.6 Ton (approx) = 850</u> no(s) loaded milk crates (in both vehicles), along with driver, helper, loading & unloading.
- 3. Total numbers of vehicle requirement are **2** (two), out of which one vehicle is for BENGDUBI ARMY STATION of 350 crates capacity and another one is for 500 crates capacity against SUKNA AND SEVOK ARMY STATION.
- 4. Contract for a period of 1 (one) year w.e.f. 01/10/2025 to 30.09.2026, if required, it may be extended further upon satisfactory performance.
- 5. Tentative delivery / unloading points shall be included as follows-
 - A. BENGDUBI 30 numbers of delivery points (approx).
 - B. SUKNA 25 numbers of delivery points (approx).
 - C. SEVOK 25 numbers of delivery points (approx).
- 6. Total traversal 400 K.M (approx) to & fro per day against both vehicles.

7. Loading and Unloading time:

- **A. BENGDUBI** → loading time 8 PM (Evening) and unloading & delivery shall be completed in each delivery points by 6 AM every day without fail.
- **B.** SEVOK → loading time 12 AM (Mid night) and unloading & delivery shall be completed in each delivery points by 6 AM every day without fail.
- **C. SUKNA** → loading time 12 AM (Mid night) and unloading & delivery shall be completed in each delivery points by 6 AM every day without fail.
- **8.** Interest free Security Deposit is Rs. 1 (one) Lakh against this route and it shall be refundable after successful execution of the contract.
- 9. Loading time and delivery time may be changed as and when required.

IMPORTANT DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading (Publishing)of N.I.T. Documents (Online)	05.09.2025 at 1100 hrs
2	Documents download start date (Online)	05.09.2025 at 1105hrs
3	Technical Bid proposal submission start date (Online)	05.09.2025 at 1110 hrs
4	Bid Submission end date (Online)	12.09.2025 at 1700 hrs
5	Technical bid opening date	15.09.2025 at 1100 hrs
6	Pre bid Meeting (Any query may be addressed by mail or telephonic communication)	NIL
7	Financial Bid Opening date	To be notified later

The details of work are given below:

Nature of Work	Service
Scope of Work	Rate contract for Hiring Insulated Vehicles including all expenses i.e. Fuel, Mobil Lubricant, maintenance cost, driver and helper etc. along with loading, unloading, for transportation of Milk and Milk Products to Govt. organizations / Non-Govt. organizations / Indian Army Camps or Establishment/ Distributors / Retailers etc. within West Bengal for a period of 1 (one) year. Carrying capacity, distribution point & unloading point may increased or differ depending upon our demand.
Load & Mileage details	One full Crate of Milk =10 kg. One Crate without Milk=1.3 kg. (approx.)
Estimated Cost of Work	1. For KOLKATA ARMY SUPPLY ROUTE:- Consolidated rate to be offered for hiring 2 no(s) of Insulated vehicle by the bidder on per day fixed rate basis inclusive of all expenses involved (directly& indirectly).
	2. For BENGDUBI, SEBAK & SUKNA ARMY SUPPLY ROUTE:- Consolidated rate to be offered for hiring 2 no(s) of Insulated vehicle by the bidder on per day fixed rate basis inclusive of all expenses involved (directly& indirectly).
Area of operation	PAN WEST BENGAL. The Transporter should have valid documents in connection to the vehicle and vehicles shall be equipped with GPS Tracker and Fastag facility.
Contract Period	1 (one) year.
Bid Inviting Authority	The Managing Director of The Bhagirathi Cooperative Milk Producers' Union Limited.
Estimated Cost of Work	Nil. Bidder should quote the rate depending upon prevailing market rate. Rate should be quoted per km basis inclusive of all i.e. Driver, Helper, Fuel, Lubricant, Maintenance cost, Market fees, etc.

1. Experience: Preference will be given to experienced transporters (in the same name and style as in the bidding entity) in transportation of milk. Experience certificate / Vehicle engagement letter from competent authority supporting the claim must be uploaded in the Technical Bid Folder, if available. 2. Vehicle Number: Rate should be quoted for Commercial Vehicles only per day fixed rate basis inclusive of all expenses involved directly and indirectly. 1. Copy of NIT duly signed and sealed as a token of acceptance of all terms and conditions enshrined in this Tender Notice. (It shall be uploaded in NIT Folder) 2. GST Registration Certificate. 3. PAN Card, 4. FSSAI License / Registration under FSSAI Act. 5. Valid documents related to each vehicle. 6. Documents supporting to dientity and address of the bidder. 7. Experience Certificate of Milk Transportation. (Work Order/Certificate) 8. Agreement copy incase vehicle hired from the other. 9. Undertaking and declaration if required any. Failure to upload the documents may be disqualified during technical bid. Earnest Money Deposit The EMD amounting to Rs. 11,111/- should be deposited online through Nct Banking, NETT / RTGS in favour of the The Blagitathi Cooperative Milk Producers' Union Limited payable at Berhampore. EMD shall not earry any interest. Tenderers will select the Tender to bid and initiate payments modes (vide Finance Department) memory in the order of the following payments modes (vide Finance Department) memory in CICI Bank Payment Gateway: 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/NET in case of offline payment through bank accounts in any Bank. 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 fateway: 1. On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Ga	El: 11 114 C 14	
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first step.		5. 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 paymentusing his Bank account.
- 3. Once payment is made, the bidder will come back to the e-Procurement portal after expiry of areasonable time to enable the NEFT/RTGS process to complete, in order to verify the paymentmade 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.Hereafter, the bidder will go to e-Procurement portal for submission of his bid.
- 5. But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

B. Refund/Settlement Process:

- After opening of the bids and technical evaluation of the same by the Quotation inviting authoritythrough electronic processing in the e-Procurement portal of the State Government, the TenderInviting Authority will declare the status of the bids as successful or unsuccessful which will bemade available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web services.
- 2. On receipt of the information from the e-Procurement portal, the Bank will refund, through anautomated process, the EMD of the bidders disqualified at the technical evaluation to therespective bidders' bank accounts from which they made the payment transaction. Such refundwill take place within T+2 Bank Working Days where T will mean the date on which information rejection of bid is uploaded to the e-Procurement portal by the Tender inviting authority.
- 3. Once the financial bid evaluation is electronically processed in the e Procurement portal, EMD ofthe technically qualified bidders other than that of the L1 bidder will be refunded, throughan automated process, to the respective bidders' bank accounts from which they made thepayment transaction. Such refund will take place within T+2 Bank Working Days where T willmean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the Tender Inviting Authority.
- 4. As soon as the Ll bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal.
- 5. EMD of the Ll bidder for tenders of State Government Offices will automatically get transferredfrom the pooling account to the State Government deposit head "8443-00-103-001-07" throughGRIPS along with the bank particulars of the Ll bidder.
- 6. EMD of the Ll bidder for tenders of the State PSUs/Autonomous Bodies/Local Bodies/PRIs, etc. will automatically get transferred from the pooling account to their respective linked bankaccounts along with the bank particulars of the L1 bidder.

	7. In both the above cases, such transfer will take place within T+1 Bank Working Days where T willmean the date on which the Award of Contract (AOC) is issued.
	8. The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updating.
	9. Once the EMD of the Ll 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/PRIs, etc. tenders.
	10. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD & Tender Fees (if any) were initiated.
Security Deposit	Lowest bidder has to pay/submit a Security Deposit of Rs.100,000/- against each route, payable to The Bhagirathi Cooperative Milk Producers' Union Limited in NEFT/RTGS/Demand Draft payable at Berhampore for Each Vehicle. Security Deposit shall not carry any interest. Security Deposit shall be released after successful execution of the Contract and shall be forfeited for violating the terms and conditions enshrined in the Contract subject to approval from the Competent Authority of the Milk Union.
Technical Bid Evaluation	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.
Financial Bid	Rate shall be quoted in the Financial bid. The Transporter shall quote the rate online through Computer only in the space marked for quoting rate in the Bill of Quantities (BOQ).
	Only downloaded copies of the above documents, digitally signed by the contractor are to be uploaded (Excel file). Single rate per kilometer shall be quoted in the specified space of the BOQ given under financial bid. 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. 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.
Validity of Bid	365 days
E-Tender registration and	ONLINE BIDDS:
bidding	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 etendering Online tenders can be submitted by logging in the e –Tendering portal of Govt. of West Bengal i.e. https://wbtenders.gov.in .

Download of Tender	ONLINE BID SUBMISSION: 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. 1. Download of Tender Tender to be downloaded only from the e-Tendering portal of Govt. of West Bengal i.e. https://wbtenders.gov.in . The tender will be submitted in two bid system i.e.
	Technical bid & Financial bid only through online.
	2. Online Bid submission procedure
	i. Registration of Transporter : Agencies/Bidders or parties who are interested in participating e-tenders will have to get enrolled & registered with the Government e-Procurement system. through logging on to https://wbtenders.gov.in
	ii. Digital Signature certificate (DSC) : 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.
	iii. Tender Download : The transporter can search & download NIT & Tender Documents electronically from computer once he logs in to the e-Tendering portal https://wbtenders.gov.in using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
	iv. Submission of Tenders : 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 & the other is Financial Bid before the prescribed date & 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).
Award of Contract	The bidder selected after evaluation of financial bid by the Tender Committee followed by subsequent approval of the Management will be given Award of Contract, subject to fulfillment of Terms and Conditions provided in the tender.
Publication of Tender	The bid document is available in:
	1. E-Procurement Portal Govt. of West Bengal (https://wbtenders.gov.in)
	2. Website of the Milk Union (www.bhagirathimilk.com)
	3. Office Notice Board

GENERAL TERMS AND CONDITIONS

- 1. Toll tax and levies (except over loading charges) shall be reimbursed by the Milk Union on actual basis subject to submission of bill. In case, Milk union provides extra load (more than scheduled crates) then the over loading charges / penalty (if any) will be paid by the milk Union subject to submission of original fine receipt with the monthly bill.
- 2. After taking load of our Milk & Milk products from our Factory / specied location, you being a transporters have the sole responsibility to complete the every consignment successfully within due time.
- 3. Bid quoted for vehicles less than the scheduled crates capacity shall not be accepted.
- 4. EMD, Security Deposited of the lowest bidder shall only be released after successful execution of the contract. EMD of unsuccessful bidders shall be waived within 2 working days after the Award of Contract is uploaded.
- 5. 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.
- 6. The proposed vehicle which will be provided for transportation of milk and milk products / SMP/ Poly Film etc. should be in good condition. Preference will be given to new vehicles or vehicle not more than 7 years old. Rate quoted for vehicles more than 7 years old shall only be accepted after proper inspection.
- 7. The transport vehicle staff shall also be responsible for collecting cheques/drafts/letters/Crates, Boxes and other related materials from distributors and submitting it to the official of the concerned Department.
- 8. Vehicles should be insulated properly to maintain a continual temperature. The vehicle must strictly comply with insulation or refrigeration norms. Repair, maintenance or repair against any accidental damage, accident is the sole responsibility of the bidder and should be carried out at the cost of the transporter without jeopardizing the activities of the milk union. In case of breakdown of schedule vehicles, transporters are bound to arrange alternative vehicles of same capacity and same categories, for uninterrupted supply of milk & milk products immediately on instant basis. In default, transporters 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 vehicles/ reprocessing cost of milk and milk products if the products are acceptable condition.
- 9. 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.

- 10. BCMPUL reserves the right to accept or reject any or all tender wholly / partly without assigning any reason thereof at any time.
- 11. Successful bidder has to provide vehicle within admissible time or date as decided / mentioned by the milk union in the engagement letter.
- 12. 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.
- 13. Vehicles will be run 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.
- 14. Rate quoted by the bidder per day fixed rate basis inclusive of all expenses / cost i.e. loading & unloading driver, helper, repair and maintenance cost, market fees, fuel, lubricant, etc. and it shall not be increase/decrease every month proportionately depending upon increase / decrease average monthly fuel price.
- 15. The transporter should be able to place the vehicle(s) for loading on 30/09/2025 without fail or as mentioned in the engagement letter / award of contract.
- 16. Failure to commence/execute the service in the stipulated time as enshrined in this Notice after Award of Contract is placed shall invite penalty which shall cause forfeiture of EMD/Security Deposit and the bidder shall be blacklisted for 3 years.

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. Required specification for Insulated cover vehicles is attached along-with.
- 5. Successful bidder has to engage the vehicle within date as mentioned in the vehicle engagement letter.
- 6. The bidder can visit our office where the clarifications sought for by the bidder will be given.

Other Terms & Conditions

- 1. The Transporter for the mentioned route will be liable to carry out and hand over the milk and milk products/SMP/Poly Film to the destination mentioned / distributor/retailer/ Plant (according to challan). The contract will be valid for 1 one year from the date as mentioned in the engagement letter or acceptance copy of the Work Order or placement of vehicles and the Transporter will be liable for providing the service for the stipulated time period.
- 2. If the service of the transporter is not found satisfactory or it is adverse to the interest of the Milk Union then the Milk Union 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.
- 3. Milk consignment through the vehicle must reach the Army Establishments/ Distribution points within scheduled hours. Time shall count from departure of the vehicle from the Factory.
- 4. Penalty / deduction if any, imposed by the authority of the Army establishments etc. against the Milk Union the same shall be attributable with an additional 10% penalty against the transporter due to transport service related issues. No claim in this regard shall be entertained and the Milk Union shall not be liable to answer any query from the transporter in this context.
- 5. The Transporter will be liable to receive the milk and milk products from Dairy according to the challan and time table, provided by the Marketing Section and transport them through refrigerated / Insulated vehicles to the Army establishment / Govt. authority/ Non Govt. authority, statutory bodies / Defense Camps/ Distributors / Retailers as per Challan, lying in the concerned route. Accordingly the transporter is bound to return the empty crates, boxes, cheque, drafts, received copy of challan and other documents/ materials to the Milk Union as soon as the vehicle returns to dairy or factory. 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.
- 6. As per the instruction of the Milk Union, the transporter has to maintain a proper record regarding the list of items returned by the authority/distributors/retailers. The transporter will be responsible for any damage of milk product / consignment or return milk & milk products due to late arrival etc. which is caused by him/her to the distributers/retailers due any sort of mistakes/negligence. In such situation, the Milk Union will have the power to compensate the loss by deducting suitable amount from the bills of the transporter due to the negligence. The decision of the Milk Union will be final and binding on the transporter.
- 7. If the Bhagirathi Milk Union has to stop the supply of the milk and milk products of Army Establishment / any distributor/retailer of the said route due to any reasons, the Bhagirathi Milk Union will not be bound to pay any compensation to the transporter. The transporter is bound to follow the instruction of the Union on this note. Bhagirathi Milk Union will inform the decision to the transporter well in advance.
- 8. If the engaged vehicle of the transporter is unable to supply milk and milk products due to break down or 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 an amount of extra expenditure incurred by the Milk Union in arranging such alternate vehicle along with penalty as fixed by the milk union and engagement letter / contract may be cancelled / terminated without assigning any reason. The corresponding amount along with penalty, if any, will be deducted from the bill of the transporter.

- 9. As transportation of milk and milk products belong to emergency service, the transporter will have to affix a board written "ON EMERGENCY MILK DUTY BHAGIRATHI MILK UNION" on the vehicle, such that it draws the attention of everyone and the transport service does not get interrupted.
- 10. The transporter shall have to maintain one reserved space in the transporting vehicle for one of the official of the Milk Union or Army Esrtablishment.
- 11. In case of any accident took place, damaged of property and death of life occurred, the transporter shall only be responsible for such incident or accident. The rules of Motor Vehicles (MV) Act, Insurance Act, etc will be applicable & followed against the transporter or owner of the said vehicle.
- 12. 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 took placed, Milk Union will not be responsible morally/legally regarding the aforesaid matters.
- 13. That the transporter shall have to deposit a refundable interest free Security Deposit of Rs. 100,000/-in favour of The Bhagirathi Cooperative Milk Producers' Union Ltd.in NEFT/RTGS/ Demand Draft in any Nationalized Bank payable at Berhampore at the time of issuance of work order. In case of any default said amount will be deducted from the transport bill in 4 installments.
- 14. All vehicles shall be equipped with GPS tracking facility and must be on during the trip.
- 15. The Milk Union may increase/decrease the number of distributors/retailers in the said route and the transporter will be bound supply the goods to the newly appointed distributors/retailers as per instruction of the Milk Union.
- 16. In case of increase or decrease in the number of distributor/retailer, for which the total traversal may increases/decreases, rate escalation/de-escalation shall be given by the Milk Union to the transporter as per prevailing market rate. Rate of escalation on any other account shall not be entertained till the execution of the contract.
- 17. The transporter has to submit the transport bill (triplicate) within 7th day of next month. On this basis the bill amount will be paid within 30th 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 rules will be imposed accordingly.
- 18. The transporter will be fully responsible for any demurrage of milk and milk products for negligence or to arrange the alternative vehicle or any other negligence from the end of the transporter or his/her stuff. The demurrage and penalty amount will be decided by the Bhagirathi Milk Union and it will be deducted from the monthly bill of the transporter without assigning any letters.
- 19. If required, the transporter will be liable to transport milk and milk products of other routes according to the challan and stipulated timetable provided by Marketing Section and at the time of carrying milk and milk products if any damage occurs, the transporter will be liable. In this case the approved rate of that route / type of vehicle will be considered.
- 20. The time table, for placing the vehicle to dock area for receiving the milk and milk products and for dispatching to the said route, shall be finally decided by Milk Union and the transporter is bound to follow the instruction / time table.
- 21. No appeal for enhancement of rate will be entertained during the contract period. Due to any reason if the transport service is stopped or paused by the transporter then the transporter has to pay the total transportation cost for any alternative arrangement made by the Milk Union and the security amount will be forfeited and suitable compensation will be imposed or liable to terminate the contract without assigning any reason to transporter.

- 22. As and when short for, the transporter will be liable to submit time to time all the necessary valid documents related to the vehicle.
- 23. After accepting the contract, if the transporter fails to engage the vehicle 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.
- 24. 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 & EMD will be forfeited and a suitable penalty will be imposed.
- 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. If it is found that transporter /any staff of the transporter is involved /engaged in any kind of illegal activities then legal action will be taken accordingly and if any transporter /staff of the transporter misbehaves with any officials of the union / Army Establishment, then the particular staff will have to be replaced or dismissed immediately.
- 27. 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 to the transporter without assigning any reason, for each time or vehicle engagement letter may be canceled / terminated without assigning any reason.
- 28. If the dairy plant is required to be closed under any circumstances like shortage of power, strike, lock-out or any natural calamity and if the transportation service gets interrupted, the Union will not be liable to compensate any demurrage to the transporter.
- 29. This is completely a commercial contract, not for recruitment. No employee-employer relationship will be maintained between the transporter and the union. In addition to this the transporter has to follow the terms and conditions of the contract apart from this any instruction issued by the Milk Union will be followed by the Transporter.
- 30. If the service of the transporter is found not satisfactory and violating any of the terms and conditions of the contract, the Milk Union reserves the right to terminate / cancel his/her contract/engagement letter without any notice. Due to any reason if the service of the transporter is no more required then Milk Union will not be liable to pay any kind of demurrage to the Transporter for the respective day or for the stipulated time period.
- 31. The vehicle used by the transporter to transport milk and milk products should comply with the MV Act, Insurance Act, FASSI Act and rule & regulation 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 transporter or owner of the vehicle.
- 32. No loading or unloading charges will be paid to the transporter. In addition to this, in case of sale enhancement of milk and milk product, the transporter will have bound to engage an extra vehicle at the same rate or at the rate as decided by the Union.
- 33. The transporter has to carry advertisement of Bhagirathi milk and milk products around the transporting vehicle provided by Milk Union.
- 34. The transporters should have to maintain continuous temperature during transit / delivery period of milk and milk products to the distributors in default penalty will imposed as decided by the Milk union. Transit Insurance and its cost shall be borne by the transporter.

- 35. Transporter must have to engage 1 helper along with driver for the engaged vehicle. Transporter / owner of the vehicle shall solely be responsible for compliances of any kind of legal, statutory obligations towards Govt. / for the staffs engaged by the transporter/ obligation raised by hit and run accident or accidental death of life.
- 36. Door of the engaged vehicles will remain locked with seal mentioning number during transit. If any damage / tampering/ variation are found upon enlisted seal without valid reason, suitable penalty will be imposed and deducted from transport bill.
- 37. The transporter 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 transporter.
- 38. If, the transporter is unable to provide the vehicles on or for any day / days for milk consignment due to any reason, reasonable amount will be deducted for that day / days in that month,. Excess cost if any incurred by the MILK Union may also be deducted from the transporter accordingly.
- 39. If required, tenure may be extended further, subject to the satisfactory performance, depending upon mutual consent of both the parties.
- 40. Considering the urgency / requirement of the milk union, refrigerated vehicles may be used in/ under insulated condition @ decreased rate of Rs.3/- per km from the existing rate of the individual vehicle proportionately. Any kinds of objection in this regard from the transporters are not accepted.
- 41. The transporter shall responsible to collect and return the challan (duly filled and signed by the distributor or his representative) as a token of acceptance of the milk & milk products along with all returnable containers (like Crates, Box etc.) in good condition to the designated official of the Dairy. Any shortage, pilferage, theft, loose or damaged caused to/of the containers / crates / products during the process of transportation then loss amount shall be recovered from the Transporter. The amount of recovery will be:-
 - A) Consumer price in case of milk and milk products.
 - B) Cost price of Milk Crates and Insulated boxes.
 - C) Cost price of packing materials along with fine as decided by the Milk Union.

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

Encl

a. Technical Specification of Insulated Vehicles.

Copy forwarded to:

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

Specification of Insulated Vehicles

Description	Technical Particulars		
Applications	Insulated vehicle comprises of an insulated body and have to maintain required		
	temperature inside for Milk product transportation.		
	Body Parameters		
Structure	The Body comprises of outer and inner panels and an insulating material, the outer		
	and inner panels should be of Aluminium sheet / CR sheet/stainless steel. The		
	insulated material should be good quality. Proper lightening should be provided		
	inside the cabin. 45 – 50 mm (2 inch approx) with thermocol insulation (local made)		
	body.		
Outer panel - roof and	Minimum 1 mm Aluminium sheet / CR sheet/stainless steel bonded with insulation		
side walls			
Inner panel – side wall	Minimum 0.3 mm Aluminium sheet / CR sheet/stainless steel bonded with minimum		
and ceiling	6 mm ply wood at ceiling. All joints should be sealed with good quality sealants and		
	fastened with SS screws.		
Floor	Floor top most layer of minimum 2 mm aluminum checkered plate.		
Door	Two leaves with outer and inner panels and insulation matching with box. It should		
	be completely air sealed with FRP section and suitable EPDM rubber profile.		
Door opening angle	Minimum 270°		
Thickness of insulation	Minimum 45-50 mm thickness for side walls roof and floor with checkered plate.		

Physical dimensions mentioned above in the specifications should be approximated to \pm variation.