

**Mother Dairy Calcutta**  
**P.O. - Dankuni Coal Complex, Dist - Hooghly, Pin - 712310**

PUR/ENQUIRY/PKG/KD/L684

Date : 26.10.2024

**WHOEVER IS CONCERNED**

Sub : Enquiry of Job contract for Transportation of materials within Mother Dairy Calcutta, Dankuni campus [from General Store to PACKAGING Section]

Dear Sirs,

We invite your quotation for two years job contract for Transportation of materials from Stores to Packaging Section of Mother Dairy Calcutta at Dankuni complex, in the format enclosed, which must reach our office within **07.11.2024** (till 2 pm).

The rate shall remain valid for two years. Quoted rate should be inclusive of all costs e.g. materials, all working accessories, Rates and Taxes, levies etc. Rate shall be firm for entire execution of Work Order and no escalation of rate on any ground whatsoever shall be applicable during the contract period.

You are required to enclose self-attested photocopies of the following (However, as per requirement of the Dairy authority you shall produce the original for verification, at any time):

1. GST Registration Certificate
2. PAN
3. Income Tax Return certificate
4. Valid Trade License

This enquiry for contract is governed by the General Terms & Conditions enclosed herewith. You shall read carefully all the terms and conditions and submit the same along with your offered rates duly signed and sealed on all pages as a token of your acceptance.

**Job Details**

*Transferring of materials from stores (Gate no - 1) to Packaging Section (Gate no - 3) and vice versa through covered truck (without loading & unloading of materials) as and when required. Suitable intimation will be given by the Competent Authority and the contractor shall have to carry out the work without delay. Drivers, fuel and lubricant shall be arranged by contractor.*

**Essential conditions for filling the quotations -**

1. Offer should be submitted in the enclosed Offer Form only.
2. The enclosures are mandatory.
3. The envelope containing the offer must be sealed, addressed to our Chief General Manager, and must be super scribed with this enquiry no. & date, name & address of the party, and the due date.
4. Offer submitted by Fax, e-mail, etc. shall not be accepted. Overwriting in the Enquiry Offer will not be accepted and such offer will be straightway rejected.

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5. The enquiry document is not transferable.
6. All sealed offers shall remain valid for the period of three months from the due date.

### **General Terms and conditions**

#### Validity

The Work Order shall remain valid for two years from the date of issue/execution of the same.

#### Payment

Payment will be made within 30 days after receipt of the invoice duly certified by the competent authority.

#### Security Deposit

Selected bidder, then assigned as contractor, shall have to pay Rs. 5000.00 (by way of Demand Draft drawn in favor of "Mother Dairy Calcutta") as Security Deposit for the entire period of contract on receiving the letter of intent. On submission of the receipt in original, the Security Money will be refunded after successful execution of Work Order subject to recovery, if any. It will be forfeited in the event of failure/refusal to abide by the terms and conditions of contract. The Security Deposit will not bear any interest.

#### Other Conditions

The work shall be carried out according to the instruction given by the authorized representative of the Dairy. Dairy's representative will supervise the job and the work will be considered completed only when he is satisfied with the quality of work done.

Bad workmanship will not be accepted and if carried out is liable to be rejected and should be rectified by the contractor at his cost as per specification and directions given by Dairy's authorized representative. The decision of Chief General Manager, Mother Dairy Calcutta, as to items of bad workmanship and proper replacement / rectification will be final and binding on you.

The Dairy shall not be liable for injury of any person engaged by the contractor within / outside the dairy premises in connection with the contract. The contractor shall take all liabilities and responsibilities of his personnel in case of injury / accident etc. failing vehicle for legal proceedings in accordance with law.

Damages done to any of Dairy's property by the contractor or his representative(s), will have to be made good by the contractor at his cost as directed by the authorized

If at any time contractor's personnel is found involved in any unlawful act / theft / smuggling of Dairy's properties, Mother Dairy Calcutta reserves its right to make appropriate recovery of the same from the contractor and also penalize the contractor as mutually agreed.

The contract shall be a commercial contract by and between Mother Dairy Calcutta and the contractor. There will be no employer-employee relationship between the Dairy and the contractor. So under no circumstances the contractor or his employees will be the employees of the Dairy and therefore, the contractor or his employees will not be entitled to rights, privileges, benefits, etc. which are extended to the employees of the Dairy.

The contractor shall not transfer, partially or fully, the benefits of the contract to any individual / firm / company at any time within the contract period.

Mother Dairy Calcutta reserves the right to extend the contract for a further period of 3 months at the same rate, terms and conditions after the expiry of the contract period. The contractor, in that case, shall continue the Job contract in same rate, terms & condition.

The Dairy Administration also reserves the right to terminate the contract by giving 30 days clear written notice for any reason whatsoever.

The contractor shall obtain all necessary licenses such as valid Trade License, Professional Tax Clearance Certificate as required to run this business, shall be entirely responsible for the payment of dues to his person as per regulation in force and for complying with all the statutory obligations including P.F., E.S.I. and / or workman compensation Act as applicable from time to time and will keep the Dairy indemnified for and in respect of all his act or omission.

The contractor shall have to submit the declarations stating the workmen engaged by them is / are in your pay-roll and his / their P.F. & E.S.I are being mentioned at the contractor's office. A document in this regard is to be produced at our P&A Section.


The Chief General Manager reserves the right to accept any or reject any or all offers without assigning any reason whatsoever. The Chief General Manager also reserves the right to amend / alter the contract during the contract period if needed.

If any dispute or difference shall at any time arise between the two parties in respect of this order or concerning anything herein contained or arising out of this order, or as to the rights, liabilities or duties of the said parties hereunder, or as to the recovery of any amount, the same shall be referred to the sole arbitration of Managing Director, West Bengal Co-operative Milk Producers Federation Limited, Block LB-II, Sector-III, Salt Lake City, Kolkata-700106. The decision of the Arbitrator shall be final and binding on the parties. The Honorable High Court at Kolkata shall be the exclusive jurisdiction as regards any dispute / arbitration under these terms irrespective of any jurisdiction clauses mentioned hereinabove or subsequently in other place(s). The arbitration proceedings should be governed by the provision of the Arbitration and Conciliation Act 1996 and rules made there under of any amendment or statutory modification thereof for the time being in force.

If you seek any clarification regarding submission of your Quotation, you may contact our In-charge (Packaging) at our Dankuni Plant on any working day.

Thanking you,

Yours faithfully,  
for Mother Dairy Calcutta

  
for Chief General Manager

Encl: The Offer

**Mother Dairy Calcutta**  
**P.O. - Dankuni Coal Complex, Dist - Hooghly, Pin - 712310**

**OFFER FORM**

(Should reach Mother Dairy Calcutta till 2.00 pm on **07.11.2024**)

The lump sum rate (all inclusive) for Transferring of materials from stores (Gate no - 1) to Packaging Section (Gate no - 3) and vice versa through covered truck (without loading & unloading of materials) is Rs \_\_\_\_\_ per trip, excluding GST.

(Rupees \_\_\_\_\_)

\_\_\_\_\_  
Signature of the Bidder with  
Official Stamp and Date