

## Section – I

### (A) Introduction

- (1) Bihar State Milk Cooperative Federation Ltd. (COMFED) invites bids in two bid system “Technical bid” and “Financial Bid” from the eligible transporters/fleet owners for transportation of products to distribution point located in respective transportation route.
- (2) The bidder should at least be owner of one commercial Goods carrier of age not more than 10 years to apply in one transportation route. If bidder apply for more than one route, they have to provide details of separate vehicles in each route and have to enclose all papers of the vehicle. The age of this vehicle may be more than five years but not more than 10 years, whereas after issue of LOI the selected transporter has to create infrastructure as per requirement of the route with vehicles having age less than five years.

The tentative average daily carriage in different routes is indicated as detailed below:-

Rt No	Destination details			Type of Vehicle	EMD (In Rs.)	Approx one way Distance of route, in KM	Approx daily av. quantity, in Kg #
	Route	From	To				
6	Biharsharif – Patna Local Occasional	Biharsharif Dairy	Maner	Insulated (Tata 407 / 709 or equivalent)	1,00,000	100	2000
7	Biharsharif – Hajipur	Biharsharif Dairy	Hajipur – Sonapur	Insulated (Tata 407 / 709 or equivalent)	1,00,000	100	3000
8	Hajipur - Chhapra	Hajipur stock point of Patna Hajipur transporter	Niyaji Tola Chhapra	Insulated (Tata 407 / 709 or equivalent)	1,00,000	75	2000
9	Barauni – Samastipur - Dharbhanga	Barauni Dairy	Dharbhanga Dairy via Samastipur Dairy	Refrigerated (Tata 407 / 709 / 1109 or equivalent)	1,00,000	105	5500
10	Muzaffarpur - Dharbhanga	Muzaffarpur Dairy	Dharbhanga Dairy	Refrigerated (Tata 407 or equivalent)	1,00,000	60	1000

# During festival days or marriage season quantity of product to be transported may vary.

\* Note : For rate revision purpose due to change in rate of diesel return distance will also be considered and calculated on the basis of mileage and load capacity of TATA 407 for each route.

- 3) The bidder's primary work shall be to receive milk product at dairy dock of respective plant or PMC as the case may be & distribute the products to the stock point of different distributors in best possible manner to maintain the quality of products in the route; Reconciliation of products and all other allied activities which are required to ensure the supply of finished packed products as per instruction of COMFED, shall be on daily basis.
- 4) Considering the volume of work, the Minimum Annual Turn-over of the Firm / Individual to be eligible in the Tender Process would be Rs. 50.00 Lakh in one year during last two year.

Apart from above the bidder must qualify any of the below criteria to participate in the tender process :

- Work experience as Transporter / Distributor of FMCG products for minimum one year.  
or
  - Work experience as retailer / distributor / transporter of cold chain products for minimum one year.  
or
  - Technical person having Certificate / Diploma / Degree (in Food or Dairy) or any graduate having 3 years of work experience in Food Sector Industry. The bidder has to submit a proof to confirm that the company in which he had served had minimum annual turnover of Rs 50 crore.
- 5) The bidder is required to submit list of vehicle which they intend to use in Annexure-"A" and also attach photographs of the vehicle to exhibit the present condition of the vehicle along with the self-attested copy of all statutory papers of vehicle. The vehicle should not be more than five (5) years old on the last day of tender.

The bidder shall enclose a separate self-attested sheet incorporating details of their existing transport and or distributorship assignment with COMFED, Milk Unions and Unit of Comfed along with self-attested sheet detailing all vehicles to be offered / deployed in the present bid (Registration no, type of vehicle Insulated or Refrigerated) Annexure -A of Tender document.

- 6) The bidder has to submit separate bid for each route / area.
- 7) The bidder (individual / firm) should have valid PAN, GST Certificate and other statutory certificates issued from statutory bodies/authorities to run the transportation business along with Adhar for Individual or Director / Proprietor of Firm.
- 8) The bidder shall submit an undertaking for creating the required infrastructure for products transporting within 45 days of issuance of Letter of Intent (LOI).

The bidder shall deploy refrigerated / insulated vehicle offered in the tender and or vehicles placed in the service within 45 days after giving assignment / order and before the commencement of assignment with proper inspection of insulation, refrigeration by a committee of COMFED Officials and in general shall not divert the vehicle for other assignments without the prior permission of the COMFED and similarly shall introduce the new vehicle if required due to increase in quantity demand and or due to sudden breakdown of vehicles with prior written the consent of Incharge PMC, otherwise the rates for insulated vehicles shall be considered for such change in vehicle.

In case of Sudden breakdown or accident the transporter may place other vehicle to distribute the products in time, but must intimate the Incharge PMC on very next day either through mail or in person to get the consent for the same.

Physical verification of Refrigerated, Insulated vehicles will be done within 45 days of allotment of work or before commencement of work, which ever is earlier.

In case the successful bidder fails to provide the refrigerated / Insulated vehicle as the case may be of required capacity within 45 days of issuance of LOI, the para 25 of Section – II will be evoked.

- 9) The bidder being a Private Limited Company / Limited Company shall enclose a copy of Certificate of Incorporation, Name Change Certificate if any, Memorandum and Article of Association, List of Directors, along with a resolution of the company in favour of the authorized signatories who is signing this bid document.

In case of bidder other than Private Limited Company / Limited Company, the evidence of partnership / proprietorship, Date & Year of Firm Creation, List of partners, Associates with background and details of authorized signatories.

- 10) The interested bidder may download the tender document from our website [www.sudha.coop](http://www.sudha.coop) and may go through the detailed terms & conditions and operational requirements etc before the pre-bid meeting and submission of tender documents. **No conditional offer / bid shall be considered for opening of tender and further processing.**
- 11) The bidder shall submit the technical and financial bid in separate envelopes and both the bids should be placed into one large envelope super scribing as “ Tender for hiring of transporter for transportation of SUDHA products for Product Marketing Cell (PMC), Patna, Last Date.....” and should be submitted through courier/ speed post/ registered post / hand delivery within the stipulated date and time to the following address :-

Managing Director  
Bihar State Milk Co-operative Federation Ltd  
Dairy Development Complex  
PO- Bihar Veterinary College,  
Patna- 800 014  
Land Mark : Near Patna Airport

Any tender document received after due date will not be entertained in any case and the envelopes shall be returned to the bidder in due course.

- 12) The validity of financial quotes should be minimum for 180 days from the last date of submission of tender document.
- 13) After award of work, the physical verification of vehicles/document may be carried out by a team of Comfed duly constituted for this purpose. The bidder shall allow the inspection of their premises on scheduled date to verify the vehicle as per details provided in Annexure-“A” or would bring vehicles for inspection at COMFED Hqr, as the case may be.

- 14) The bidder is required to submit two Bank Drafts i.e. one as cost of tender document for Rs.1,000/- ( Rupees One Thousand only) and second as Earnest Money Deposit (EMD) as detailed in Section – III, in the form of Demand Draft issued by any Nationalised / scheduled bank in favour of “Bihar State Milk Co-operative Federation Ltd”, payable at “Patna”. Both the Demand Drafts should be placed in the technical bid.

**No tender/ bid shall be accepted without the Cost of Tender and EMD .**

The Cost of Tender is non-refundable, however the EMD of successful bidder shall be considered as a part of Security Money and the EMD of unsuccessful bidders will be refunded once the tender process is over.

**No Interest is payable on the EMD amount or security Money.**

- 15) The EMD of successful bidders will be converted in interest free security deposit for the transportation work awarded. The security money will remain with COMFED till the currency of the Contract.
- 16) The commercial rates should be quoted in the Financial Bid only and it should not be made part of technical bid envelope. The rates should be quoted in Rs/kg only in both number & words. The bidder may note that in case of routes finalised for refrigerated vehicles, they would be paid at the insulated rates till the compliance of Temperature logger, certification of temperature at both end (receiving and first point of supplying end), reconciliation of differences in Stock, GPS report etc. are certified by the respective officials. Henceforth it will be verified at least once in two-month period.

Use of Refrigerated vehicle : Refrigerated vehicle will be used only in summer season during March to November and during winter season from December to February the refrigeration unit will not run. During winter period the transporter will be paid rate for Insulated vehicle. So, the bidder has to quote rates for Refrigerated as well as Insulated vehicle in their bid. The period of use of Refrigerated vehicle may change considering change in environmental condition.

- 17) No minimum guarantee for transporting would be given. The charges payable for transportation of products shall be as per actual transported quantity of milk product on monthly basis. The transporter would also submit vehicle wise report of product transported each day duly verified by despatching unit along with the monthly bill.
- 18) The tentative date and schedule of tender shall be as below :-

Particulars	Scheduled Date & Time
Tender Documents availability	20.02.2021 onwards
Tender Bid Queries through E-mail by Bidder	22.02.2021 to 01.03.2021
Pre-Bid Meeting at COMFED	03.03.2021 at 12.30 PM
Corrigendum if required will be uploaded on website	04.03.2021
Tender Submission Date for Bidder	15.03.2021 latest by 5.15 P.M.
Technical Bid Opening Date	16.03.2021 at 11.00 A.M.

The tender shall be opened at COMFED Head Office in presence of bidders or their authorised representative, whosoever wish to remain present.

- 19) The bidder may take a note that the price bid of only technically qualified bidders shall be opened, date for which will be notified separately.
- 20) For evaluation of technical and financial bid, COMFED shall be at liberty to seek information/ documents from bidder to justify their claim, if required.
- 21) Each page of tender paper should be properly stamped and signed by the authorized signatory of the bidder along with the enclosures and should be numbered in sequences.
- 22) The competent authority at COMFED reserves the right to cancel one or all bids without assigning any reason. For all legal matters & disputes Patna court will be our jurisdiction.
- 23) The bidder shall comply the necessary directions if any issued by COMFED for the requisite changes in transport and storage logistic once the assignment is issued, as per the operational needs felt by PMC Section like ease of operations and reduction in transport cost during the tenure of assignment.

## Section II

### Information to the bidders (ITB)

1. The bidder is advised to go through the tender documents and to understand the terms & conditions properly before filing up the tender documents and submission thereof. COMFED shall not be liable for any misinterpretation in respect of tender terms. The bidder is required to read the following information and details embodied in different sections like :-
  - (a) Details about the various transport routes of PMC, Patna are mentioned in Section III
  - (b) For Technical Bid kindly refer Section-IV.
  - (c) For Check List kindly refer Section-V
  - (d) Financial bid kindly refer section-VI
  - (e) General terms & conditions of the agreement are mentioned in Section-VII
2. The interested person / party/ firm /agency / company is required to submit the technical bid in sealed cover super scribed as **“Tender for hiring of transporter for distribution of SUDHA Products for Product Marketing Cell (PMC), Patna, due on 15.03.2021”** and should ensure the submission of tender documents well within the stipulated date and time.
3. The bidder can submit their tender through registered or speed post / courier / by hand within the stipulated date and time. The tender received or delivered after the due date and time, will not be entertained and will be returned to the bidder on “as it is basis”.
4. The bidder should ensure that he/ she possess the requisite experiences and exposures and possess the required documents/ testimonials and have enclosed the required documents as stipulated in Technical Bid Format as well as shown in Check List.
5. The bidder should enclose two demand draft in original towards the cost of tender for Rs.1,000/- ( Rupees for one thousand only) and Earnest Money Deposit (EMD) as mentioned in Section – III, in the form of Demand Draft of Nationalised / Scheduled Bank in favour of “BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD”, Payable at “Patna” and should enclose with the technical bid of Tender Document. No other mode for payment of cost of Tender Document / EMD shall be accepted.
6. For successful bidder’s EMD shall be converted as a part of Security Deposit. The Ernest Money Deposit (EMD) without interest shall be returned to the unsuccessful bidders after finalization of tender.
7. Bidder himself or his representative with authorization letter can participate in bid opening process.
8. Whenever there is change in rate of diesel by Rs. 2/- per lit (increases/decreases) the transportation rate will be revised accordingly on quarterly basis based on vehicle capacity & fuel consumption as per the below formula.

$$\text{Revised transport rate} = \text{Tendered base rate} \pm \frac{\{\text{Total distance of route(to \& fro)} * \text{change in diesel rate}\}}{\text{Mileage of vehicle}}$$

Change in rate of transportation due to change in diesel rate would consider on 1<sup>st</sup> April, 1<sup>st</sup> July, 1<sup>st</sup> October, and 1<sup>st</sup> January of the year. Transportation Rate would be considered for revision if the diesel rate has changed by at least Rs. 2/- per ltr on above dates. The rate of diesel as on last date of tender submission will be taken as the base rate for diesel, whereas the base rate of transportation is rate finalised in the tender process of specific route.

**Mileage/Capacity chart**

Vehicle Type	Approx Carrying capacity (in KG)	Mileage of Vehicle (KM/Ltr)	
		Insulated veh	Refrigerated Veh
TATA 207/Mahindra pick up & equivalent	1500	10	9
TATA 407 & equivalent	2500	8	7
TATA 709 & equivalent	5000	7	6

**As on due date of bid the age of vehicle should not be more 10 years.**

9. The transporter shall take the delivery of products from the loading / unloading point of Dairy/PMC as detailed in description of routes in section III and shall give the delivery at different distributors point as per the time and schedule fixed by the PMC, Patna from time to time.
10. The bidder (individual / firm) should have valid PAN, GST Certificate and other statutory certificates issued from statutory bodies/authorities to run the transportation business along with Adhar for Individual or Director / Proprietor of Firm .
11. The relevant documents should be in the name of the bidder or its firm and Bihar State Milk Co-operative Federation Limited (COMFED) shall be at liberty to seek additional information/ facts for clarification if required during evaluation of tender.
12. The successful bidders should arrange office with computer and sufficient staff, insulated/refrigerated vehicle with all required documents & required infrastructure before starting the work. If bidder failed to arrange the required infrastructure, the transportation-ship will be cancelled and the security deposit may be forfeited.
13. The bidder is required to enter into an agreement within 15 days of issuance of order and should ensure the submission of security deposit before commencement of transportation-ship work.
14. It is to note that the transporter selected in process will not be termed as an agent of Bihar State Milk Co-operative Federation Limited (COMFED) for doing the business of COMFED and no claim of the agent related issue be made before any court of law.
15. The transportation work includes the transportation of products from dairy plant / PMC as detailed in **section III** for different routes and their delivery to various distributors point. The transportation rate includes handling charges, incidental charges, profit margin exclusive of GST.

16. In the event of any of the tender opening date being declared as a holiday / closed day, the tenders will be opened on the next working day at the specified time.
17. The bidder should note that vehicles used for the assigned work should be properly insulated / refrigerated.
18. The bidder must possess at least one commercial goods carrier in name of firm / proprietor of firm / Individual. The selected bidders have to provide the insulated/refrigerated vehicle for verification before commencement of work within 45 days from date of issue of LOI.

The bidder shall deploy refrigerated / insulated vehicle offered in the tender and or vehicles placed in the service within 45 days after giving assignment / order and before the commencement of assignment with proper inspection of insulation, refrigeration by a committee of COMFED Officials and in general shall not divert the vehicle for other assignments without the prior permission of the COMFED and similarly shall introduce the new vehicle if required due to increase in quantity demand and or due to sudden breakdown of vehicles with prior written the consent of Incharge PMC, otherwise the rates for insulated vehicles shall be considered for such change in vehicle.

In case of Sudden breakdown or accident the transporter may place other vehicle to distribute the products in time, but must intimate the Incharge PMC on very next day either through mail or in person to get the consent for the same.

Physical verification of Refrigerated, Insulated vehicles will be done within 45 days of allotment of work or before commencement of work, whichever is earlier.

In case the successful bidder fails to provide the refrigerated / Insulated vehicle as the case may be of required capacity within 45 days of issuance of LOI, the para 25 of Section – II will be evoked.

19. In the case the same vehicle is used by two bidders in the tender process, both the bid will be rejected. After award of work transporters will not be allowed to use same vehicles.
20. Bihar State Milk Co-operative Federation Limited (COMFED) reserves the right to modify the transportation route within maximum allowable to & fro distance of the route as per financial bid document.
21. COMFED shall be at liberty to cancel the offer of assignment if the bidder fails to deposit security money, deployment of vehicles, readiness of transportation and execution of agreement as stipulated in terms of offer work may be assigned to another interested bidder.
22. Bihar State Milk Co-operative Federation Limited (COMFED) reserves the right to cancel the tender process partially / completely without assigning any reason thereof and the bidder shall have no claim on cancellation except refund of returnable EMD.



23. **Process of selection:**

- a) A pre-bid meeting and technical bid submission schedule shall be as per details incorporated in tender document.
- b) The bid shall be opened as per scheduled date in presence of bidders or their authorised representative and the details shall be read out. After that a committee constituted for the purpose shall make evaluation of technical bid.
- c) Compliance to clause no 6, 7, 9, 11, 12, 13, 14, 15, 16, 17, 18 of Technical bid (Section – IV) by bidder is mandatory to qualify technically.
- d) The bidders who qualify technical conditions of technical bid, the Financial bids (Section – VI) of only those technically shortlisted bidders will be opened for further action.

24. **Period of validity of Bids**

- a) Bids shall remain valid for 180 days after the last date of submission of tender document. A bid valid for a shorter period may be rejected by COMFED as non- responsive.
- b) In exceptional circumstances, COMFED may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidder may refuse the request of extension of validity of bid without forfeiting its bid security. A Bidder granting the request will not be permitted to modify their bid.

25. **Forfeiture of Earnest Money Deposit (EMD) :**

The EMD amount of a bidder will be forfeited, if the bidder withdraws or amends it tender or derogates from the tender in any respect within the period of validity of the tender. Further, if successful tenderer fails to furnish the required performance security within the specific period, their EMD will be forfeited.

26. **Security Deposit :**

After selection of the bidder for award of the transportation work, the EMD deposit will be converted in security deposit, on which no interest will be paid by COMFED. Considering the circumstances, COMFED may change security deposit amount during the tenure of contract, which should be acceptable to the bidder / transporter.

27. To assist in the examination, evaluation and comparison of bids COMFED may, at its discretion, ask the bidders for a clarification of their bid. The request for clarification and the response shall be in writing.

Read & accepted

Signature of the bidder

Seal

### Section-III

#### Description of the transportation routes of PMC, Patna

Rt No	Destination details			Type of Vehicle	EMD (In Rs.)	Approx one way Distance of route, in KM	Approx daily av. quantity, in Kg
	Route	From	To				
6	Biharsharif – Patna Local Occasional	Biharsharif Dairy	Maner	Insulated	1,00,000/-	100	2000
7	Biharsharif – Hajipur	Biharsharif Dairy	Hajipur – Sonapur	Insulated	1,00,000/-	100	3000
8	Hajipur Chhapra -	Hajipur stock point of Patna Hajipur transporter	Niyaji Tola Chhapra	Insulated	1,00,000/-	75	2000
9	Barauni – Samastipur - Dharbhanga	Barauni Dairy	Dharbhanda Dairy via Samastipur Dairy	Refrigerated	1,00,000/-	105	5500
10	Muzaffarpur - Dharbhanga	Muzaffarpur Dairy	Dharbhanga Dairy	Refrigerated	1,00,000/-	60	1000

\* Note : For rate revision purpose due to change in rate of diesel return distance will also be considered and calculated on the basis of mileage and load capacity of TATA 407 for each route.



6.	Highest Annual Turn-over of the Firm / Individual during last two year. (Attach self-attested copy of proof of Turn-over)	
7.	<p>Applicant's experience in transportation/ handling products or FMCG Products business :-</p> <ul style="list-style-type: none"> <li>• (Work experience as Transporter / Distributor of FMCG products for minimum one year.</li> <li style="text-align: center;">or</li> <li>• Work experience as retailer / distributor / transporter of cold chain products for minimum one year.</li> <li style="text-align: center;">or</li> <li>• Technical person having Certificate / Diploma / Degree (in Food or Dairy) or any graduate having 3 years of work experience in Food Sector Industry. The bidder has to submit a proof to confirm that the company in which he had served had minimum annual turnover of Rs 50 crore.</li> </ul> <p>(Kindly specify period, company details, copy of assignment and other details and attach self-attested copy of certificate)</p>	
8.	Applicant's existing business details if any (Kindly indicate with infrastructure available, manpower and other details also attach in separate sheet)	Attach Separate Sheet with signature.
9.	<p>Details of Vehicle available, also attach self-attested copy RC of vehicles. The vehicle should not be more than five (5) years old on the last day of tender.</p> <p>(Minimum one commercial goods carrier of age not more than 10 years {on last date of tender} in the name of bidder is mandatory to participate in tender)</p>	In Annexure A
10.	Number of insulated / Refrigerated vehicles available as on date and timelines proposed for readiness of insulated / refrigerated vehicles:	

11.	Capacity to Invest (in Rs.) for this transportation work. (Minimum capacity required is 10 Lakh) (Attach self-attested copy as Proof of Financial Resource available, such as solvency of 10 Lakh / investment of 10 Lakh / Annual turn-over of 50 Lakh)	
12.	Cost of Tender from Rs. 1,000/- (Attach original DD)	
13.	Earnest Money Deposit (EMD) as detailed in Section - III (Attach original DD)	
14.	PAN details of applicant (Individual / Firm, as the case may be) (Attach self-attested copy)	
15.	GST Number of the applicant. (Individual / Firm, as the case may be) (Attach self-attested copy)	
16.	FSSAI Registration Number, validity period (Technical person not having FSSAI Licence, can submit self-declaration that before allotment of work he will submit the FSSAI Licence.) (Attach self-attested copy)	
17.	Affidavit that the bidder (as the firm or an individual or proprietor or Director of the firm) has not been sentenced by any court of law and as on date no criminal case is pending against him. In future if the statement is found false the work / agreement will be terminated. (Attach original affidavit)	
18.	Affidavit that the bidder (as the firm or an individual or proprietor or Director of the firm) has not been blacklisted by any Institution. (Attach original affidavit)	

The above information and facts are true and correct to the best of my/our information and belief.  
I/We undertake the correctness of documents enclosed herein.

Further, I/We agree to the terms and conditions that if the above information, facts or documents are found false or correct, the candidature or assignment given is liable to be cancelled.

**Seal and Signature of  
the Applicant**

**Note : Compliance to clause no 6, 7, 9, 11, 12, 13, 14, 15, 16, 17, 18 are mandatory to qualify in technical bid.**

## Section-V

### Check List

SN	Particulars	Check point (YES/NO)	Document SI No.
1.	Passport size photo		
2.	a. Self-attested copy of Aadhar card or b. Self-attested copy of Voter ID or c. Self-attested copy of Driving Licence (Applicable for Individual or proprietor)		
3.	a. Self-attested copy of proof of date of birth or b. Self-attested copy of certificate of incorporation		
4.	Self-attested copy of Qualification		
6.	a. Self-attested copy of present address and b. Self-attested copy of permanent address		
7.	Self-attested copy Turn-over		
8.	Self-attested copy experiences certificate		
9.	Sheet about existing Business Details		
10.	Detail of vehicle available, attachment as Annexure – “A”		
11.	Self-attested copy of document showing capacity to Invest		
12.	Original DD for Cost of Tender		
13.	Original DD for EMD		
14.	Self-attested copy of PAN		
15.	Self-attested copy of GST Registration Certificate		
16.	Self-attested copy of FSSAI registration		
17.	Affidavit about pending criminal case and conviction		
18.	Affidavit about Blacklisting		
19.	Any other (Please specify)		

Seal and Signature of the Applicant

## Section VI

**FINANCIAL BID for Transporter**  
**Bihar State Milk Co-operative Federation Ltd., COMFED**  
**Dairy Development Comple, P.O-Bihar Vetrinary College,**  
**Patna-800014(Bihar)**  
**Mob:- 0612-2224083, Email:-marketingcomfed@gmail.com**

1. Name of applicant :-----

SN	Destination details			Type of Vehicle	Offered transportation Rate (in Rs Per kg or lit of product)	
	Route	From	To		Insulated Van	Refrigerated Van
6	Biharsharif - Patna Local <b>Occasional</b>	Biharsharif Dairy	Maner	Insulated		
7	Biharsharif - Hajipur	Biharsharif Dairy	Hajipur - Sonepur	Insulated		
8	Hajipur - Chhapra	Hajipur stock point of Patna Hajipur transporter	Niyaji Tola Chhapra	Insulated		
9	Barauni - Samastipur - Dharbhanga	Barauni Dairy	Dharbhanda Dairy via Samastipur Dairy	Refrigerated		
10	Muzaffarpur - Dharbhanga	Muzaffarpur Dairy	Dharbhanga Dairy	Refrigerated		

For the routes meant for refrigerated vehicle, the bidder has to offer rates for Refrigerated as well as Insulated vehicles on per kg or litre of products transported.

I declare that all the above information/details are true to the best of my knowledge. The original copy of all the documents will be made available for inspection, when desired. If anything found wrong/incorrect then my financial bid may be cancelled.

I accept all the terms & condition of the tender unconditionally.

Date:

Signature of the bidder

Place:

Name:

Seal



## Section VII

### GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

1. The tenure of the transport assignment shall be for two years only from the date of the agreement, which can be extended twice, for period of one year each on the same term and conditions with mutual consent.
2. Either party shall have the right to terminate this agreement by giving thirty days prior notice in writing. The notice shall be deemed to have been received if dispatched by registered / speed post to the address mentioned in the agreement.
3. This agreement is also subject to termination under the following circumstances:-
  - (i) Transporter indulged in such acts which are against the business interest of COMFED.
  - (ii) Transporter refusal to take the delivery of products which can lead to non-supply to the distributor and loss of the quality of products.
  - (iii) Violation of statutory payments and non-compliance of statutory requirements or terms of the agreement by Transporter.
4. The transporter agrees to pay the cost / penalty for the followings :-
  - (i) Cost of short receipt of crates by the respective Dairy / PMC.
  - (ii) Penalty of reported misbehavior of driver/attendant / their employee.
  - (iii) Any theft/loss of products during handling of the products.
  - (iv) Penalty on non-distribution of products to the distributors against invoices issued.
5. The transporter shall deliver to these products to the distributors of PMC, Patna in their designated area/ market/ territory.
6. The transporter shall take the delivery of products in the campus of dairy plant / PMC as per different routes detailed in section III and shall give the delivery at different distributors point as per the time and schedule fixed by PMC, Patna from time to time
7. The Transporter shall deposit security amount and bank guarantee as to be decided by the COMFED, Hqr from time to time. EMD if any deposited in tender process shall be converted as a part of Security Deposit. No interest will be paid on the security deposit.
8. The transporter shall bring equal number of empty crates (if any) which are supplied in the previous dispatch and un-load them at the Dairy dock through their authorized persons. The crates (if any) reconciliation will be done on daily / monthly basis. The Transporter is liable to pay to the respective dairy/PMC, the cost of crates in case of shortage/ damage.

9. The transporter shall abide by the operational modalities, timings and security norms of the Dairy/PMC during the currency of this agreement.
10. The transporter shall deploy vehicle with Insulation in all six sided / refrigerated vehicle fitted with proper capacity refrigeration unit with proper insulation, properly painted as per approved artwork to deliver Products without delay/ interruptions/ hindrances and in good condition.
11. The date of registration of vehicle should not be more than ten years from the last date of submission of tender and all statutory papers related to the vehicle must be updated and valid as on last date of submission of tender.
12. The transporter shall deploy adequate and eligible persons for transportation work along with valid / statutory papers i.e. Registration, PUC, insurances of vehicles, driver's licenses, fitness of vehicle etc.
13. The drivers/ attendants of the vehicles shall be on the role and services of the transporter and they shall be paid wages and other benefits as per the prevailing Acts/ Statutory requirements. All liabilities or claim of driver/ attendant deployed for transportation shall be entertained by the transporter only.
14. The drivers / attendants deployed on the vehicle shall require to conduct their duties in a disciplined/ orderly manner, failing which the COMFED shall have the right to request the transporter to replace such personnel with immediate effect
15. Any loss/ expenses due to expiry of driving licenses, vehicle registration, fitness, Insurance, overloading etc and acts & omissions of the persons deployed in transportation shall be at transporter's risk and the transporter agrees to indemnify to the COMFED for any such losses/ expenses.
16. The transporter shall ensure proper insurance coverage for the materials after taking delivery from the premises of the Dairy / PMC against theft, pilferage, riots, fire, etc. In any case, the Dairy /PMC is not liable for any loss / damages/ theft after handing over the products to transporter.
17. The Transporter shall ensure timely delivery of products to the distributors. In case of breakdown of vehicles or any such other incidents or accident of the vehicle the Transporter shall be fully responsible for the losses of the products remaining unsold/ spoiled/ lost. The Transporter shall also make alternate arrangements to ensure delivery of products at no extra claim from the COMFED.
18. If the Transporter fails to distribute the products within stipulated time, the COMFED shall have the right to arrange alternate vehicles for the supply of product and impose penalty on transporter and recover the expenses/ losses towards such arrangement from the bill of the transporter. The transporter will have no right to question the rationale for this decision/ action by the COMFED.
19. The transporter or their authorized representative shall take delivery of products from the Dairy or PMC after being fully satisfied of the quality of the products.

20. COMFED, Patna have the right to inspect the transporters vehicles at their premises or during supply of product to distributors at any time to ensure the quality/ quantity of products, supply operations and for checking necessary arrangement to adhere to the agreed terms and conditions.
21. In case of any shortage of crates observed, the Transporter shall recover the missing items from the market or pay the replacement cost of it to COMFED.
22. Every distributor shall be allowed to check their supply before receiving product from transporter. The Transporter will be responsible for supplying products in good condition as per invoice/challan to respective distributors & would submit copy of invoice/challan duly signed by distributor or its authorized representative to PMC as a proof of delivery to respective distributors.
23. The Transporter shall in no case or under any circumstances assign delegate or sublet this contract to any other agencies or persons.
24. It is made absolutely clear here that this agreement is a commercial agreement for transportation of Products from Dairy to Distributor, Dairy to PMC and PMC to Distributor and is not any type of employment.

**25. Commencement and duration of the agreement**

- (i) Bidder will create and be ready within 45 days from the issuance of the LOI with the facility of transportation of products after, receiving it from Dairy / PMC and its delivery.

In case the successful bidder fails to provide the refrigerated / Insulated vehicle as the case may be of required capacity within 45 days of issuance of LOI, the para 25 of Section – II will be evoked.

- (ii) The successful bidder has to enter into agreement with COMFED before commencement of work and period of contract/agreement shall be maximum 2 (two) years commencing from the date of agreement which may be extended twice, for one year each on the same term and conditions with mutual consent. The agreement shall be made on the non-judicial stamp of Rs.1000/- and at Patna.

**26. Penalty and other conditions**

Any losses arising out of this contract will be adjusted against the transportation bills. In case amount of pending transportation contract bill is not sufficient to recover the losses, COMFED reserves the right to recover additional amount from the bidder under public money (recovery of dues) act as amended.

## 27. Disputes & Jurisdiction

Dispute / differences (if any) arise between the parties to this agreement in relation to this contract and its terms and conditions and all questions and matters pertaining to interpretation of the terms and conditions of this agreement shall be mutually resolved and in case of non-resolution, it may be referred to the arbitrator(s) for arbitration proceedings under the provisions of the arbitration and conciliation ordinance 1996 and the decision of arbitrator(s) shall be binding on both the parties.

For the purpose of dealing with any legal issues arising out of this agreement the legal jurisdiction shall be with the relevant court at Patna.

Read & accepted

Signature of the bidder

Seal

## Annexure A

### DETAILS OF VEHICLES :

SN	Make of Vehicle	Vehicle Reg. No	Self / under agreement	Year of Mfg of vehicle / Age as on .....	Capacity of Vehicle	Insurance Policy No / Validity period	Validity of Fitness	Validity of Pollution	Type of Vehicle (Ref / Insulated / Non insulated)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									

**Note : Before commencement of work the transporter has to install GPS in all vehicles and Temperature logger in Refrigerated vehicles.**

**Signature**