

Bihar State Milk Co-operative Federation Ltd

COMFED Unit Office, 1st Floor, Peace Plaza,
H. No. 22, Satyapur Path, Beltola Bazar,
Near Beltola Tiniali, Guwahati-781028, Assam

Mob:- 8638106957, Email:-sudha.northeast@gmail.com

COMFED: GHY: MKTG: 76

Dated: 26.03.2021

TENDER FOR THE APPOINTMENT OF TRANSPORTER

Section - I

TIMELINES OF TENDER

BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD (COMFED) UNIT, GUWAHATI intends to appoint a transporter for Paikan (Assam) for the transportation of SUDHA Brand Pouch Milk & Fresh Milk Products.

1. **The bidders various critical dates relating to the above tender are cited as under:**

S. No.	Particular	Date
1.	Availability of tender documents from website	From 27.03.21 to 12.04.21
2.	Last date for submitting tender document	12.04.21 till 5:30 P.M
3.	Address of Submission of Tender	Mr. M.M. Rao, Chief Executive, COMFED Unit Office, 1 st Floor, Peace Plaza, H. No. 22, Satyapur Path, Beltola Bazar, Near Beltola Tiniali, Guwahati-781028, Assam Phone- 8638106957
4.	Opening of Tender (Technical Bid)	13.04.21 at 11:00 hrs

2. For general queries/ clarifications in respect of tender submission only, kindly contact.

Mr. M M Rao, Chief Executive,

COMFED Unit Office, 1st Floor, H. NO. 22, Peace Plaza,
Satyapur Path, Near Beltola Bazar, Beltola, Guwahati-781028, Assam.
E-mail:-sudha.northeast@gmail.com
M- 8638106957

Mr.Kumar Amarendra, Manager (Mktg)

Bihar State Milk Co-operative Federation Ltd (COMFED)
Dairy Development Complex
PO- BV College, Patna- 800 014
E-mail: marketingcomfed@gmail.com
M- 9473199135

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 mis-interpretation 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 transport route is 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 appointment of transporter for distribution of SUDHA Brand Pouch Milk & Fresh Milk Products- Last Date 12.04.21”** 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 considered and will be returned to the bidder on “as it is basis”.
4. The bidder should ensure that he/ she possess the requisite qualification/ 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 the demand draft in original towards the cost of tender for Rs.500/- (Rupees for Five Hundred only) and Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten thousand) only in the form of Demand Draft in favour of “BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD, , Payable at Guwahati” and should enclose with the Tender Documents. No other mode of cost of Tender/ EMD shall be accepted.
6. As a guarantee towards due performance and compliance of the contract work, the successful bidder will deposit an amount per as per below table towards Security Deposit by way of demand draft / bank Guarantee in favour of BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD, Guwahati” drawn on any Nationalized Bank / Scheduled Bank and payable at Guwahati Bank Guarantee Bond of a scheduled bank in the prescribed format is also acceptable in this regard.

Vehicle Type	Approx Carrying capacity(in KG)	Security Deposit (DD/Bank Guarantee) Amount per vehicle in Rs
Tata 1109 & Equivalent	8320	For existing transporter of COMFED Guwahati have to deposit an amount of Rs. 50000/- and for new transporter security money deposit will be Rs. 100000/-

7. For successful bidders EMD shall be converted as a part of Security Deposit. The bid amount (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
8. Bidder himself or his representative with authorization letter can participate in bid opening.

9. Whenever diesel rate increases/decreases accordingly transportation rate will be decreased/increased based on vehicle capacity & fuel consumption.

$$\text{Effective rate} = \text{Original tendered rate} \pm \frac{\text{Total distance of route (to \& fro)* change in diesel rate}}{\text{Mileage of vehicle}}$$

Change in rate of transportation due to change in diesel rate would be considered on 30th April, 31st Aug & 31st Dec of the year. Rate would be considered for change if the diesel rate has changed by at least Rs. 2/ltr. The diesel rate of Guwahati as on last date of tender submission will be taken as the basic rate for the further calculation.

Mileage/Capacity Charges chart

Vehicle Type	Approx Carrying capacity(in KG)	Mileage of Vehicle (KM/Ltr)
Tata 1109 & Equivalent	8320	5

10. The transporter shall take the delivery of products in the campus of Dairy (herein Bihar State Milk Co-Operative Federation Ltd, Guwahati Dairy, Gauripur, Amingaon, Guwahati) and shall give the delivery at different distributors point as per the time and schedule fixed by the COMFED Unit, Guwahati from time to time
11. The bidder should possess PAN Number, GST Number and should own or arrange required vehicles for distribution of milk and milk products.
12. The relevant documents should be in the name of the applicant and COMFED shall be at liberty to seek additional information/ facts for clarification if required during evaluation of tender.
13. The successful bidders should arrange office with computer and sufficient staff, insulated vehicle with all required documents & required infrastructure before starting the work. If failed to arrange the required infrastructure the transportation will be cancelled and the security deposit will be forfeited.
14. The bidder is required to enter into agreement within 15 days of issuance of order and should ensure the submission of security deposit before commencement of transportation work.
15. The transporter is to note that he or she will not be termed as an agent of COMFED for doing the business of COMFED and no claim of the agent related issue be made before any court of law.
16. The bidder should have PAN number, GST Registration etc, if these are not available, then bidder has to ensure these licenses before commencement of work after this the bidder has to complete the agreement process also.
17. Transporter will be responsible for any legal statutory liabilities during transportation in his area/state.
18. Bidder himself or his representative with authorization letter can participate in bid opening process.
19. The transportation work includes the transportation of milk & milk products from dairy plant situated at Gauripur, Amingaon, Guwahati and delivery to various distributors in the route & includes handling charges, incidental charges, leakages, profit margin, & transporters has to quote the rate exclusive of GST.

20. 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.
21. The bidder should note that vehicles used for the assigned work should be properly insulated in all the six sides with at least two inch insulated materials. Those bidders not having insulation of their own/hired vehicles at the time of tender opening day, if they are selected then they have to provide the insulated vehicle for verification before commencement of work.
22. COMFED reserves the right to modify the transportation route within maximum allowable to & fro distance of the route as per financial bid document.
23. COMFED shall be at liberty to cancel the offer of assignment if the bidder fails to make security deposit, deployment of vehicles and readiness of transportation and execution of agreement as stipulated in terms of offer and to assign to other interested bidder.
24. 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.

Read & accepted

Signature of the bidder

Seal

Section-III

Description of the transportation route of Paikan

Route No	Town/Route	Distance of route (to & fro) in KM	Covering Area
1	Paikan	260KM \pm 10KM	Krishnai, Paikan

Section-IV

TECHNICAL BID FORM FOR TRANSPORTER

FOR BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD, UNIT- GUWAHATI.

(To be filled by the applicant and details as stipulated to be enclosed)

		PP Size Photo to be pasted
1.	Route applied for	Route- Route-
2.	Name of the applicant (in capital) (attach copy of aadhar card/ Voter ID / Driving License)	
3.	Date of birth of individual or date of incorporation/ constitution (Proof to be attached)	
4.	Qualifications of the applicant (in case of individual- copy to be attached)	
5.	Resident of Guwahati/..... Town since (Kindly mention period from & to)	
6.	Applicant's Present & Permanent Address : (proof to be attached)	(a) Present address (b) Permanent address
7.	Applicant's experience in transportation/ handling milk and milk products or FMCG Products business :- (Kindly specify period, company details, copy of assignment and other details. Preference to transporters have experience in transportation of milk & milk products)	
8.	Applicant's existing business address if any (Kindly indicate with infrastructure available, manpower and other details)	
9.	Details of Vehicle available	

10.	Details of insulated vehicles available as on date and timelines proposed for readiness of insulated vehicles:	
11.	Capacity to Invest (in Rs.) for this distributorship proposal (Proof of Financial Resource available)	
12.	Cost of Tender for Rs.500/- (Please attach original DD)	
13.	Cost of Earnest Money Deposit (EMD) for Rs. 10,000/- (Please attach DD)	
14.	PAN details of applicant (copy to be attached)	
15.	GST Number of the applicant (copy to be attached)	
16.	Undertaking that the bidder is not sentenced by any court of law and or no court cases are pending against the applicant as on date of application (Undertaking on letter head)	
17.	Why are you interested to become a transporter of COMFED? (A write up)	Separate page

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

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

Seal and Signature of the Applicant

Section-V

Check List

Sl	Particulars	Technical Bid Serial	Attached or not (YES/NO)
1.	Passport size photo	-	
2.	Copy of Adhar card/ Voter ID / Driving Licence	02	
3.	Copy of proof of date of birth or certificate of incorporation	03	
4.	Testimonials of Qualification of individual applicant.	04	
5.	Proof of residency in Guwahati/..... Town	05	
6.	Proof of present & permanent address	06	
7.	Proof of experiences of FMCG/ Milk & Milk Products	07	
8.	Existing Business Details	08	
9.	Proof of vehicle available	09	
10.	Details of Insulated Vehicle readiness	10	
11.	Capacity to Invest	11	
12.	Original DD for Cost of Tender	12	
13.	Original DD for EMD	13	
14.	Copy of PAN	14	
15.	Copy of GST Registration Certificate	15	
16.	Undertaking	16	
17.	Write Up	17	

Seal and Signature of the Applicant

Section VI

**FINANCIAL BID for Transporter
Bihar State Milk Co-operative Federation Ltd**

COMFED Unit Office, 1st Floor, Peace Plaza,

H. No. 22, Satyapur Path, Beltola Bazar,

Near Beltola Tiniali, Guwahati-781028, Assam

Mob:- 8638106957, Email:-sudha.northeast@gmail.com

1. Name of applicant :-----

Route No	Distance of route (to & fro) in KM	Covering Area	Vehicle Type	Approx Carrying capacity (in KG)	Mileage of vehicle (KM/ltr)	Rate per trip in Rs	Rate in Rs/KM for distance above mentioned distance
2	260KM ±10KM	Krishnai, Paikan	TATA 1109 & Equivalent	8320	5		

I declare that all the above information/details are true as per my best of knowledge and original documents of the supporting documents are making available for inspection. If anything found wrong/incorrect then my application may be cancelled. I accept all the terms & condition of the tender.

Date:

Signature of the bidder

Place:

Name:

Seal

Section VII

GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

1. The tenure of the transporter ship assignment shall be valid for three years only from the date of this agreement, which can be extended subject to mutual consent and or assessment of performance of the transporter. In case of renewal, a fresh agreement may be entered into by and between the parties of conditions to be mutually agreed to.
2. Either party shall have the right to terminate this agreement by giving thirty days notice in writing. The notice shall be deemed to have been received if dispatched by registered / speed post to the address herein above mentioned from the date of issue of notice.
3. This agreement is also subject to termination under the following circumstances:-
 - (i) Indulged in such acts which are against the business interest of COMFED.
 - (ii) 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.
4. The transporter agrees to pay the penalty for the followings :-
 - (i) Cost of short receipt of crates by the COMFED Unit, Guwahati.
 - (ii) Penalty of reported misbehavior of driver/ attendant
 - (iii) Any theft/ loss of products during handing over the products
 - (iv) Penalty on non- distribution of products to the retailers/distributors after confirmation.
5. The transporter shall deliver to these products to the distributors of the COMFED Unit, Guwahati in their designated area/ market/ territory.
6. The transporter shall take the delivery of products in the campus of Dairy (herein Bihar State Milk Co-Operative Federation Ltd, Guwahati Dairy, Gauripur, Amingaon, Guwahati) and shall give the delivery at different distributors point as per the time and schedule fixed by the COMFED Unit, Guwahati from time to time
7. **Security Deposit:-**

The transporter shall make deposit of security amount per vehicle as detailed in below table, which is to be deposited by way of Demand Draft on which no interest is payable during the assignment period. EMD of successful bidder shall be converted as a part of Security Deposit.

The transporter may submit Security Deposit by way of Bank Guarantee to be issued by any nationalized or scheduled bank valid for 40 months (3 years assignment period plus four months) from the date of agreement. In case of extension of the assignment on mutual consent, the transporter agrees to extend the bank guarantee

for the extended period plus four months, failure of which the security deposit is likely to be recovered from the advance deposit of the transporter.

The Security Deposit amount shall be fixed or revised by COMFED based on the business operations/ sale in that particular route / zones and transporter agrees to deposit of additional security deposit if any fixed/ decided by COMFED in future.

Vehicle Type	Approx Carrying capacity (in KG)	Security Deposit (DD/Bank Guarantee) Amount per vehicle in Rs
Tata 1109 & Equivalent	8320	For existing transporter of COMFED Guwahati have to deposit an amount of Rs. 50000/- and for new transporter security money deposit will be Rs. 100000/-

8. The transporter shall bring equal number of empty crates which are supplied in the previous dispatch and unload them at the Dairy dock through his authorized persons. The crates reconciliation will be done on a monthly basis. The Transporter is liable to pay to the COMFED Unit, Guwahati, the cost of crates in case of shortage/ damage, the normal wear and tear being exempted.
9. The transporter agrees to submit certified copy of GST Tax registration, PAN card etc within 15 days from the date of this agreement.
10. Transporter will be responsible for any legal statutory liabilities during transportation in his area/state.
11. The transporter shall abide by the operational modalities, timings and security norms of the COMFED Unit, Guwahati during the currency of this agreement.
12. The transporter shall deploy six sided Insulated vehicle (painted as per mnemonic symbol and standard), deliver the Milk & Milk Products without delay/ interruptions/ hindrances and in good condition.
13. The transporter shall deploy adequate and eligible persons for transportation work along with valid papers i.e. Registration and insurances of vehicles and driver's licenses.

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.

The drivers / attendants deployed on the vehicle shall require conducting their duties in a disciplined/ orderly manner, failing which the COMFED Unit, Guwahati shall have the right to request the transporter to replace such personnel with immediate effect

14. Any loss/ expenses due to expiry of licenses, registration, overloading, acts and omissions of the persons deployed in transportation shall be at transporter's risk and the transporter agrees to indemnify to the COMFED Unit, Guwahati for any such losses/ expenses.
15. The transporter shall ensure proper insurance coverage for the materials after taking delivery from the premises of the Dairy against theft, pilferage, riots, fire, etc. In any case, the dairy is not liable for any loss / damages/ theft after handing over the products in the Dairy premises and or outside the premise.
16. The Transporter shall ensure timely delivery of products to the distributors. In case of breakdown of vehicles or any such other incidents or accident 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 Unit, Guwahati.

17. That if the Transporter fails to distribute the milk and product for any shift time, the COMFED Unit, Guwahati shall have the right to arrange alternate vehicles for the supply and impose penalty and recover the expenses/ losses towards such arrangement. The transporter will have no right to question the rationale for this decision/ action by the COMFED Unit, Guwahati though the Dairy may inform the other, the details/justification for it.
18. The transporter or their authorized representative shall take delivery from the Dairy dock of the Dairy after being fully satisfied of the quality of the products.
19. That the COMFED Unit, Guwahati have the right to inspect the transporter vehicles at any time to ensure the quality/ quantity of products supply operations and for necessary to adhere to the agreed terms and conditions.
20. 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 the COMFED Unit, Guwahati office.
21. That every distributor shall be allowed to check his supply for leakages. The Transporter will responsible for the leakages.
22. The Transporter shall in no case or under any circumstances assign delegate or sublet this contract to any other agencies or persons.
23. **No Third Party Agents**

Transporter shall not sell/license/distribute the COMFED's Products through third parties (other than the distributor of their designated territory) without the written consent of COMFED.

It is made absolutely clear here that this agreement is a commercial agreement and not one of the employment and the transporter shall not be selling/distributing COMFED's products as its agent, servant, employee or in any other capacity but he will be doing so on his own behalf and as the owner of said milk & milk products & or long shelf life products. The transporter shall therefore not be entitled to right, privileges, and benefits etc in respect of COMFED's employment rule and shall not dispute the service or agent related issue in any court of law.

24. Force Measures:-

The failure or delay of any Party to perform any obligations under this agreement solely by reason of act of God, acts of Government (except as otherwise enumerated herein), riots, wars, strikes, lockouts, accidents in transportation or other causes beyond its control (collectively referred to as the "Force Majeure") shall not be deemed to be a breach of this agreement, provided, that the Party so prevented from performance of its obligations herein, shall not have caused such Force Majeure.

The Party so prevented shall have used reasonable diligence to avoid such Force Majeure or ameliorate its effects, and shall continue to take all actions within its power to comply as fully as possible with the terms and conditions of this agreement, except where the nature of the event shall prevent it from doing so, the Party suffering such Force Majeure shall notify the other Party in writing within seven days after the occurrence of such Force Majeure and shall in every instance, to the extent reasonable and lawful under the circumstances, use its best efforts to remove or remedy such cause with all reasonable dispatch.

25. Disputes & Jurisdiction

That any 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