



The West Assam Milk Producers' Co-operative Union Ltd.

PURABI DAIRY

REQUEST FOR QUOTATION (RFQ)

Ref No: WAMUL/RFQ/P&I/20-21/02(A)

Dated: 08th Feb'2021

WAMUL invites Quotations in sealed envelopes from eligible bidders for providing Insulated Milk Tanker for transporting Milk. The details are as detailed below:

Sl No	Brief Description of Service	District/Zone of Operation	Period	Tentative No of tankers required during the 1 year period	Terms of reference (TOR)	Format of quotation
1	Hiring of Insulated Road Milk Tanker (Hereinafter referred as "Tankers" for the sake of brevity)	From Bihar /Jharkhand/West Bengal/Odisha etc. to Guwahati(Assam)	As and when required as Annual Rate Contract basis	200	Annexure-I	Annexure-II

You are requested to send your offer against the RFQ in sealed envelope on the basis of two envelopes (technical and financial envelopes), single stage tendering process and shall be having the following timelines addressing to "The Managing Director, R.K. Jyoti Prasad Agarwala Road, Panjabari, Guwahati -781037 inscribing 'Offer for Hiring of Insulated Road Milk Tanker'".

Sl. No.	Particulars	Date	Time
1.	Commencement of bid publishing	08.02.2021	12.00 hrs.
2.	Last date of submission of technical and financial bids	08.03.2021	12.00 hrs.
3.	Date of technical bid opening	08.03.2021	13.00 hrs.

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Terms and Conditions

- 1. Earnest Money Deposit (EMD):** The interested bidders have to provide a bid security amounting to Rs.1,50,000.00- only (One Lakh Fifty Thousand only) should be paid by Demand Draft in favour of "West Assam Milk Producers Cooperative Union Ltd" payable at Guwahati. The EMD can be forfeited by the purchaser, if the bidder is not earnest about their bid and withdraw it before the validity period is over. The EMD of unsuccessful tenderers will be returned without any interest, after a decision is taken regarding the award of the contract
- 2. Performance Security:** The transporter have to deposit Rs.6,00,000.00 (Rupees Six Lakh)as security money in the form of DD or Bank Guarantee of any Nationalized or Scheduled bank. The security money is to be deposited within 30 days of signing of this agreement. The same will be refunded within 60 days without interest on the termination of this contract subject to deduction of any claims by WAMUL against the transporter. The security amount is liable to be forfeited in the event of the Transporter not performing his obligations.
- 3. Eligibility criteria of the bidder:**
 - 3.1 The Bidder should have completed at least 1 or 2 contract of value equal or more than 1 core for same/similar services preferably service to be provided to cooperative Dairies in the last 3 financial years FY: 2017-18, 2018-19, 2019-20. (Relevant documents required: Client list, Relevant PO/WO Copies/ Work completion certificate /Invoice copy/)
 - 3.2 The bidder financial turnover in each of the last three financial years ending 31st March i.e. FY: 2017-18, 2018-19 & 2019-20 and should be equal or more than 1.5 core. Chartered Accountant certified copy to be enclosed as per the specific format. (Relevant document required : Balance sheet along with profit and loss statement)
 - 3.3 The bidder should have minimum 10 nos. Tanker in his name/Fleet owned (Relevant document required is Registration certificate/Power of Attorney or any other relevant document)
 - 3.4. The Vehicles must have necessary permit(s) as required under Motor Vehicle Act or any other regulation(s), rules, laws etc. of the statutory Govt authority to run as hired vehicles in Assam. Pollution Testing Certificate, PAN Card Xerox copy, Fitness Certificate
- 4. Validity of the Quotation:** Quotation must be valid for 120 days from the due date of Submission. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.



5. Contract period: 1 Year Annual Rate Contract (on as and when required hire basis). However, the agreement may be terminated by both the parties with one month prior notice. The time limit of agreement may be extended in conscience of both the parties. If it is found that the transporter activities are against the norms of WAMUL, the agreement may be terminated immediately without giving any notice

6. Price Bid:

6.1 The Prices shall be quoted in Indian Rupees only.

6.2 Each bidder shall submit only one quotation. Bidder shall not contact other Bidders in matters relating to this Quotation

7. Evaluation of Quotations and Award of Contract:

7.1 Technical Evaluation: The first cover of the bid i.e the technical cover will be evaluated as per eligibility criteria. Technical qualified bidder shall be notified of the date of opening of financial bid.

7.2 Financial Evaluation: The Purchaser will evaluate and compare the quotations determined to be substantially responsive i.e qualified in the 1st cover (Technical).

7.3 The quotation would be evaluated for full capacity of tanker under this RFQ as referred at Format of quotation at Annexure-II.

7.4 The Purchaser/Service provider will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price.

7.5 Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

7.6 The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the order.

8. Cancellation and rejection of Contract: WAMUL shall monitor the service regularly and the contract may be cancelled in case of poor service prior to one month notice.

9. Bidder should submit: Self attested copy of FSSAI license, PAN, Self-attested copy of GST, Self-attested copy of Trade License, Bank Account details on letterhead of the firm, contact details.



10. For any dispute/legal issues, the jurisdiction is at Guwahati Only. The entire arbitration proceedings will be governed by the Arbitration Act in force at the time of dispute.
11. Quotation can be submitted in person on or before the due date and time specified above. Such quotation should be dropped in the tender box only kept at the Office of the "West Assam Milk Producers Cooperative Union Limited, Juripar, Panjabari-Guwahati-781037"

Alternatively, the bidder can submit the quotation by registered post so as to reach the above address on or before the due date and time specified above. Quotation received after due date and time will not be considered and WAMUL shall not be liable or responsible for any postal delays.

12. The bidder should submit the bids (technical bid along with all the required supporting documents and the financial bid in the designated format mentioned in Annexure-II) in two (02) separately sealed envelopes and then insert them in a single large envelope duly sealed and shall address to:



Managing Director,
West Assam Milk Producers' Cooperative Union Limited (Purabi Dairy), R.K.Jyoti
Prasad Agarwala Road, Panjabari, Guwahati-781037, Assam.



Annexure-I

Terms of Reference (TOR)

1. The vehicle should be fitted with a working GPS Module. The tankers will be roadworthy and in running condition and the drivers thereof will be having valid driving licenses. The registration papers and any other related document papers/permits, tax clearance documents, insurance etc as per under Motor Vehicle Act and should be available with the driver of the tanker. WAMUL officers will be entitled to inspect the tanker permits, driver's license, vehicle tax receipts and the insurance cover of each tanker as and when required. Transporter should have national permit/interstate permit of his tanker.
2. Maintenance of the vehicle shall be provided by the contractor/service provider at his own cost to keep the vehicles in sound mechanical condition and physically running conditions.
3. Employment of driver and payment of wages to the driver of the vehicles provided against the contract shall be in sole responsibility of the service provider, the rate quoted shall deem to include all associated costs for salary/wage, statutory dues, accommodation and local conveyance driver engaged by the service provider. No Additional amount shall be payable on such account.
4. In extreme cases of the service provider failing to provide transportation, WAMUL may make alternate arrangements at the risk, cost and responsibility of the service provider. Repetition of such cases of failure for more the 3 times during the period of the contract shall make the contract liable to be terminated with forfeiture of the security deposit. (LD)
5. The service provider to transport milk for WAMUL in such quantity as decided by WAMUL as and when intimated to the transporter within the time schedule prescribed by WAMUL.
6. The Service provider to make available of minimum 2-3 (two to three) tankers as per the specified schedule. The transporter will place tankers registered in the name of him. Such tankers shall be subjected to check by the staff of WAMUL anywhere on routes from the time loading of tankers at the unit till the empty tankers returns to the unit
7. It is the responsibility of the transporter to engage well behaved driver having vehicle license and well behaved helper at his own expenditure. The transporter has to submit a copy driving license of the driver and identification card with permanent residential address of both driver and helper. The transporter must give an identity slip duly signed by him to his employees (drivers and cleaners) and such authorized employees will only be permitted to enter the units.
8. The transporter shall arrange for proper supervision for the cleaning of tankers and see that the valves, gaskets, etc. are intact claims of the transporter for the missing of valves, gaskets, etc. or any part of the tanker shall not be considered.
9. The inside portion of barrel of the tanker should be made of stainless steel (SS 304). The thickness of the tharmocol should be 100 millimeter, so that chilled



- milk temperature do not increase beyond 1°C within 24 hours. Outside cover of barrel should be either mild steel or stainless steel made.
10. In every compartment separate sanitary type discharge valve should be attached, so that it may be dismantled easily for cleaning purpose. It should have blind plunger and lock cover, so that stealing of milk may be prevented.
 11. WAMUL will fix and inform the transporter the distance between the destinations, the number of tankers required with their capacity (in the event of change in quantity of milk to be transported from normal-requirement) within 15 days of the commencement of the routes. The transporter shall adhere strictly to the time schedule fixed by WAMUL on the basis of the distance. Except any natural calamities, if for any reason delivery of milk delayed beyond stipulated time, for which quality of milk is beyond acceptable limit, WAMUL have the right to deduct the value of milk from transporter's bill.
 12. The calculation of hire charges will begin from the date and time of the arrival of tankers at the required dairy plant. The tankers will be given dispatch challan or - acknowledgement - immediately after- loading/unloading / cleaning from, the respective dairies / unions and should be collected without delay. The variation of running schedule will be based on the departure / arrival at the respective security - gates. The driver should obtain in & out seal from the security at the loading / unloading - dairies.
 13. Proper sealing of loaded tanker will be done at the time of loading. If the seal of the tanker is found to be tampered entire value of milk will be recovered from the transporters bill.
 14. Transit insurance of the loaded milk will be done by WAMUL at its own cost. In case any of accident during transit, it should be immediately informed and necessary documents may be provided to WAMUL so that the insurance can be claimed.
 15. Expenses towards Fuel, lubricants, repairing etc are to be carried out by the transporter. In case WAMUL pay any amount to the driver in cash or fuel is provided after receiving of the consignment, the amount will be deducted and recovered from the transporters bill.
 16. It shall be the responsibility of the transporter or his representative to deliver the milk at the destination without any dispute in respect of quantity and quality. The allowable variances are maximum 0.5% kg FAT and kg SNF(Solid not Fat) which will be calculated for each supply and be adjusted against the transporter bill.
 17. The transporter shall raise monthly bills for the hire charges. WAMUL shall arrange for the payments of the said bills within 15 days from the date of receipt of such bills. Such payments will be made by RTGS/Demand Draft/Cheque etc. TDS as applicable will be deducted from the bill as per TDS act/rule.
 18. In the event of any dispute or difference about the Correctness of the bills; etc.,



the same will be referred to the Managing Director, WAMUL and his decision will be accepted by the transporter subject to or without prejudice to his right to refer the same along with other disputes if any, to arbitration under the provision hereinafter contained.

19. The transporter will be responsible for losses, if any occurred due to accident, breakdown of the tanker. He will also be responsible for any damage caused to the building, structures or any such property of the WAMUL or other specified destinations by any of the tankers provided by transporter.
20. Milk losses arising due to breakdown or tanker out-of-order or delays due to checking by the RTO, Police, or any such reason, will be levied on the transporter.
21. The transporter will not transship the goods to any other tanker whether belonging to the transporter or any other person except in the event the tanker carrying the milk suffers or becomes road-unworthy and in such case immediate intimation will be given to WAMUL of such transshipment.
22. The terms and conditions that have been agreed upon shall be subject to the force majeure clauses. Neither WAMUL nor the transporter shall be considered in default in performance of its obligation herein contained, if such performance is prevented or delayed because of war hostilities, revolution, civil commotion, strikes, epidemics, fire, wild flood, non-availability of diesel, oil, earthquakes or because of any other law & order proclamations, regulation or ordinance of any government or any act of God and for any other cause whether of similar or dissimilar nature beyond the control of the parties affected should one or both of the parties be prevented from fulfilling its contractual obligation by a state of force majeure lasting continuously for a period of 3 (three), the parties should consult each other, regarding the future implementations of the agreement.
23. Any kind of damage, accident or case of fire in vehicle of the transporter either at receiver dairy or sender dairy/union, will be the sole responsibility of the transporter.
24. The transporter will, neither carry any consignments belonging to any other party nor any passengers in the tankers in which the consignment of WAMUL is carried.
25. During the course of transport, the transporter shall take proper care of the consignment, as a prudent person would normally do, i.e a bailee.
 - a. Notwithstanding anything herein contained the provisions of this agreement will be subject to the provisions of the Carriers Act, 1865.
 - b. The transporter agrees to indemnify WAMUL in case of any claims for compensation by or on behalf of any workman employed by him in connection with this contract for injury or death by accident under Workmen Compensation Act or any other law for the time being in force.
 - c. The transporter guarantees that the tankers provided by him are duly registered under the Motor Vehicles Act as well as the Motor Transport Workers' Act.



- d. In case if the transporter fails to provide such number of tankers as are agreed to specifically in this behalf within the prescribed period for such delivery or at any time repudiates the agreement before the expiry of such period WAMUL may :
- i. recover from the transporter liquidated damages if the transporter has failed to provide the tankers and / or
 - ii. arrange from elsewhere the required tankers without notice to the transporter on the transporter's account and also at the risk of the transporter and / or
 - iii. cancel the agreement fully or a portion thereof and forfeit or adjust the security deposit in whole or to the extent necessary and / or
 - iv. Recover from the transporter the extra cost, if any, incurred by WAMUL procuring the tankers from other sources. '
- e. All costs consequent to violation of any statutory rules viz. Motor Vehicle Act, Traffic Rules, or any other act for the time being in force by the transporter, compensation payable to the driver and third party's consequent to accidents to be borne by the transporter.
- f. If the driver of the tanker is found drunk or intoxicated during duty hours or misbehaves / creates an untoward incident, a penalty as deemed fit, will be levied by WAMUL.
- g. The transporter agrees to indemnify and keep indemnified WAMUL against any liability or loss, WAMUL may suffer or incur on account of breach of any provision of the said acts by the transporter or his agent or servants.
- h. All the, documents provided by WAMUL or other units must be treated as confidential and must not be or discussed either in whole or in part, or duplicated, modified, divulged or discussed with third party or used in any other way without the consent of WAMUL in writing.
- i. The transporter shall not transfer, assign, sub contract with any other person under any circumstances.

The entire arbitration proceedings will be governed by the Arbitration Act in force at the time of dispute.



Annexure-II

The transporter carrying on business of transportation of milk in insulated Road Milk Tankers at the above address has agreed for transportation of milk belonging to WAMUL by providing tankers with capacities and rate applicable as mentioned in following table.

Tanker Capacity and applicable rate	
Capacity of tanker	Rate per KM (in Rs)*
10 KL	
15 KL	
20 KL	
25 KL	

- This rate is applicable with diesel price change on the basis of ____ KM per liter diesel for to and fro Guwahati.

The quoted rate of @ Rs. _____ per Km for 10KL/15KL/20KL/25KL will be applicable with basic diesel price of Rs. ____ per liter (as on date) will be on pro rata basis. In case of change in diesel rate, the following formula shall be used to ascertain the rate per km:

**Basic Rate +/- Increase or Decrease Rates for cumulative change by Rs.2 & above x 10,000
Km run/ liter of diesel x Capacity of Road Milk Tanker**



Performance Bank Guarantee - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Performance Guarantee No.....*[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier¹]*
(hereinafter called "the Applicant") has undertaken, in pursuance of Contract No.
_____ dated _____ to execute _____ *[name of Contract*
and brief description of Goods and related Services] (hereinafter called "the
Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the
Applicant shall furnish you with a Bank Guarantee by a recognized nationalised
bank for the sum specified therein as security for compliance with his obligations in
accordance with the Contract;

AND NOW THEREFORE we hereby affirm that we are the Guarantor and
responsible to you, on behalf of the Applicant, up to a total of _____
[amount of guarantee²] _____ *[in words]*, such sum being
payable in the types and proportions of currencies in which the Contract Price is
payable, and we undertake to pay you, upon your first written demand and without
cavil or argument, any sum or sums within the limits of _____
[amount of guarantee] as aforesaid without your needing to prove or to show
grounds or reasons for your demand for the sum specified therein.

- We hereby waive the necessity of your demanding the said debt from
the Applicant before presenting us with the demand, of the terms of
the Contract or of the Goods and related Services to be supplied
thereunder or of any of the Contract documents which may be made
between you and the WHEREAS we have agreed to give the Applicant
such a Bank Guarantee.

**An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in
the Contract and denominated in Indian Rupees.*



We further agree that no change or addition to or other modification

Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until (i.e.) 60 days following the Completion date of the Contract including any warranty obligations, and any demand for payment under it must be received by us at this office on. / or before that date.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.



Letter Pad of CA Firm

TO WHOMSOEVER IT MAY CONCERN

We..... based on audited books of accounts for the financial year 2016-17, 2017-18, 2018-19 and verification of documents, records and information provided to us by the Management of

....., having its registered office at.....

..... Confirm the following:

Sl No	Financial Year	Turnover (Rs.)
1	E.g 2017-18	
2	2018-19	
3	2019-20	

Date:

Signature

Place

Seal/Stamp of CA Firm

