



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

## PURABI DAIRY

Ref. No: WAMUL/RFB/Hiring RMT service /2025-26/01

Date: 02-03-2026

### **REQUEST FOR BID (RFB)**

The West Assam Milk Producers' Cooperative Union Limited WAMUL, (Purabi Dairy) invites quotations in sealed envelope from eligible Agency/Individual/Organisation/Firm etc for providing Insulated Road Milk Tanker for transporting Milk. The details are as given below:

Sl No	Brief Description of Service	Area of Operation	Duration	Tentative No of trips during contract period	Terms of reference (TOR)	Format of Quotation (BOQ)	PBG Format	Draft Agreement Format
1	Hiring of Outsourced Insulated Road Milk Tanker	Transportation of milk from other unions to WAMUL, as well as for dispatch of milk from WAMUL to other unions across India	1 Year on Annual Rate Contract (ARC) basis	50 Nos.	Annexure-I	Annexure-II	Annexure-III	Annexure-IV

### **Schedule of Bid:**

Sl. No.	Particulars	Date	Time
1.	Commencement of publishing of Tender	02-03-2026	-
2.	Pre Bid Meeting	07-03-2026	
3.	Last date of submission of bid	17-03-2025	12.00 HRS
4.	Date of Technical Bid opening	17-03-2025	12.30 HRS

### **Terms and Conditions**

- 1. Earnest Money Deposit (EMD):** The interested bidders have to provide a bid security amounting to Rs. 70,000/- (Rupees Seventy Thousand only) paid through demand draft in favour of "West Assam Milk Producers Co-operative 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 bidders will be returned without any interest, after a decision is taken regarding the award of the contract
- 2. Performance Security:** The transporter has to deposit an amount of 10% of contract value for 1 year 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 their obligations.
- 3. Eligibility criteria of the bidder:**
  - 1. Eligibility criteria of the bidder: (for both the transportation activity)**

1.1 The Bidder should have completed or have been running at least 1 contract of value equal or more than 1 crore for same/similar services preferably service to be provided to cooperative Dairies in



R.K. Jyoti Prasad Agarwala Road, Panjabari, Guwahati-781 037

E-mail : info@purabi.coop • Website : www.purabi.coop • GST No. 18AAAJW0070G1Z6

the last 3 financial years FY: 22-23,23-24,24-25 (Relevant documents required: Relevant PO/WO Copies/ Work completion certificate /Invoice copy/)

Or

The Bidder should have completed or have been running at least 2 contracts of value equal or more than 80 lacs for same/similar services preferably service to be provided to cooperative Dairies in the last 3 financial years FY: 22-23,23-24,24-25 (Relevant documents required: Relevant PO/WO Copies/ Work completion certificate /Invoice copy)

- 1.2 The bidder's average financial turnover shouldn't be less than 3 crores in the past three financial years ending 31<sup>st</sup> March i.e. FY: 22-23,23-24,24-25 (Relevant documents required: Balance sheet or audited CA certified copy having valid UDIN no)
  - 1.3 The bidder should have minimum 10 nos. Tanker or specialized vehicles/Refer Van in his name/Fleet owned (Relevant document required is Registration certificate/Power of Attorney or any other relevant document)
  - 1.4 . 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.
  - 1.5 . WAMUL has full right to work with or can keep multiple service provider parallelly for same service.
- 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 a daily 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.

Note: WAMUL has full right to reject the bid of any agency that has been rendering poor service to WAMUL or any other agency or had rendered poor service in past occasions at WAMUL or any other agency.

**6. Price Bid:**

- a. The Prices shall be quoted in Indian Rupees only.
- b. Each bidder shall submit only one quotation for each route. Bidder shall not contact other Bidders in matters relating to this Quotation

**7. Evaluation of Quotations and Award of Contract:**

- a. The quotation would be evaluated for full & overall capacity of vehicle under this RFB as referred to Format of Quotation at Annexure-II.
  - b. The Purchaser 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.
  - c. 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.
  - d. 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 and seal & signed copy of RFQ.
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. WAMUL reserves the right to engage one or more eligible transporters for different vehicle capacity for the proposed service through this tender process.

All the eligible bidders should submit the bids {**technical bid** consisting of required supporting documents and the **financial bid** as per designated Annexure-II format} in **two (02) separately sealed envelopes** and then insert them in a **single large envelope** duly sealed and signed addressing to **Managing Director, WAMUL, R.K. Jyoti Prasad Agarwala Road, Near Juripar, Panjabari, Guwahati-781037, Assam** either through post or in hand.

Moreover, the bidder (addressor) should label the following information/ particulars in the back side of the single sealed large envelope addressed to the aforementioned addressee:

- a) Name of Firm.
- b) Address for communication.
- c) Telephone No(s): Office
- d) Mobile No.
- e) Electronic Mail Identification (E-mail ID).

  
Group Head-Purchase  
WAMUL 02/08/20

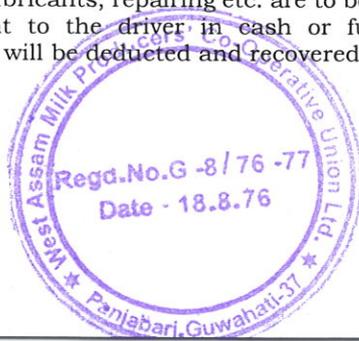




## Annexure-I

### 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 millimeters, so that chilled milk temperature does 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 tempered 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 dis-similar 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.

The transporter agrees to indemnify and keep indemnified.



**Annexure-II**  
**Format of Quotation**

The transporter carrying on business of transportation of milk in insulated Road Milk Tankers (hereinafter referred as 'Tankers' for the sake of brevity) 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	Vehicle Mileage	Rate per KM (in Rs)*
24 KL		
28 KL		
35 KL		

\*This rate is applicable with diesel price change on the basis of mileage mentioned above for to and fro Guwahati.

**Note:** The engagement of the milk tanker totally depends upon the actual requirement of WAMUL during the contract period. Since this contract has been made on Annual Rate Contract (ARC) basis so the milk tanker service provider has to provide the vehicle as per details, rates etc mentioned above as and when required by WAMUL and the same shall be informed to the service provider in due course of time.

The quoted rate will be applicable with basic diesel price of Rs.89.42 per liter as on 02-03-2026 and will be calculated on pro-rata basis. In case of any change in diesel rate, the revised quoted rate will be ascertained using the formula shown below:

**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**

**Terms and conditions of BOQ**

1. Total no of tentative requirement of tankers for the year: 50 nos  
(Out of 50 nos. Requirement of 24KL capacity: 5 nos (Tentative); Requirement of 28KL capacity: 15nos (Tentative) Requirement of 35KL capacity: 30Nos (Tentative)
2. The requirement of tankers mentioned above is tentative. The quantity may vary (may be increased or decreased) and the requirement of tankers totally depends on the as per actual requirement of WAMUL.
3. The evaluation of bidders will be made as complete capacity of tankers and quoted mileage.  
Toll tax will be extra at actual as per toll bill to be borne by WAMUL.



**Annexure-III**

**Performance Security - 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 Supplier]* (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 bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

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 guarantee]* \_\_\_\_\_ *[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.

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

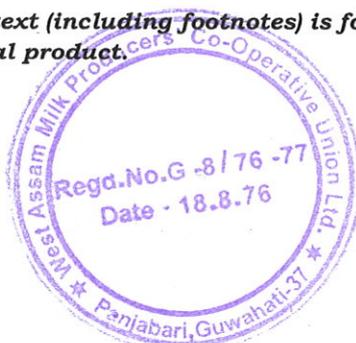
Signature and seal of the guarantor \_\_\_\_\_

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.**



A handwritten signature in blue ink, consisting of a large loop and a crossbar, with the initials "ATJ" written below it.

#### Annexure-IV

#### Draft Model Agreement - HIRING OF ROAD MILK TANKERS

This Agreement is entered into this \_\_\_\_\_, between The **West Assam Milk Producers' Co-operative Union Ltd.**, R. K. Jyotiprasad Agarwalla Road, Juripar, Panjabari Road, Guwahati, Assam 781037, Assam represented herein by the **Managing Director** hereinafter referred to as "WAMUL" which expression shall unless repugnant to subject of context include its successor in office, successors in title, successors in interest and assigns on the One Part

And \_\_\_\_\_ represented herein by its Proprietor \_\_\_\_\_ hereinafter referred to as "Transporter" which expression shall include its successors in office, 'Successor's in title, successors in interest and assigns and legal representative as the case may be on the Other Part.

WHEREAS -

1. The transporter carrying on business of transportation of milk in insulated Road Milk Tankers (hereinafter referred as 'Tankers' for the sake of brevity) 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	Vehicle Mileage	Rate per KM (in Rs)*
24 KL		
28 KL		
35 KL		

\*This rate is applicable with diesel price change on the basis of mileage mentioned above for to and fro Guwahati.

**Note:** The engagement of the milk tanker totally depends upon the actual requirement of WAMUL during the contract period. Since this contract has been made on Annual Rate Contract (ARC) basis so the milk tanker service provider has to provide the vehicle as per details, rates etc mentioned above as and when required by WAMUL and the same shall be informed to the service provider in due course of time.

The quoted rate will be applicable with basic diesel price of Rs. \_\_\_per liter and will be calculated on pro-rata basis. In case of any change in diesel rate, the revised quoted rate will be ascertained using the formula shown below:

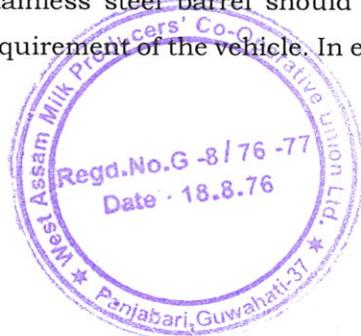
**Basic Rate +/- Increase or Decrease Rates for cumulative change by Rs.2 & above x 10,000**

**Km run/ liter of diesel x Capacity of Road Milk Tanker**



NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

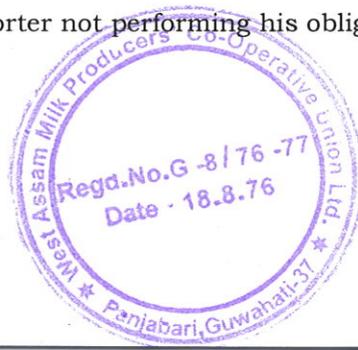
1. WAMUL appoints the said \_\_\_\_\_ represented herein by its Proprietor \_\_\_\_\_ as the transporter for haulage of milk from anywhere in India as and when needed to WAMUL, Panjabari, Guwahati or as directed by WAMUL officials to the transporter from time to time.
2. The transporter agrees to undertake to transport milk for WAMUL in such quantity as decided by WAMUL as and when intimated to the transporter within the time schedule.
3. The transporter agrees and undertakes 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.
4. The outsourced tankers shall not be more than 8 years old from the date of publication of Tender. 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 law should be available with the driver of the tanker and 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.
5. 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 of registration certificate of the tanker, insurance paper, driving license of the driver and identification card with permanent residential address of both driver and helper.
6. 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 (photocopy of the driving license must be produced by the transporter).
7. The transporter shall arrange for proper supervision for the cleaning of tankers and see that the valves, gaskets, etc. are intact. Any claims of the transporter for the missing of valves, gaskets, etc. or any part of the tanker shall not be considered.
8. The inside portion of barrel of the tanker should be made of stainless steel (SS 304). The thickness of the tharmocol should be 100 millimeters, so that chilled milk temperature does not increase beyond 1°C within 24 hours. Outside cover of barrel should be either mild steel or stainless steel made.
9. The capacity of the stainless steel barrel should be of minimum 24KL, 28KL and 35KL capacities as per the requirement of the vehicle. In every compartment separate sanitary type



A handwritten signature in blue ink, appearing to be "Anty", written over a large blue loop.

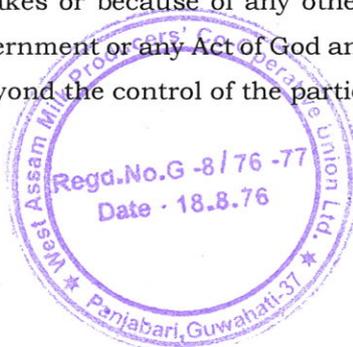
discharge valve should be attached, so that it may be dismantled easily for cleaning purpose. It should have blind plunger and lock cover, so that stealing of milk may be prevented.

10. The relevant toll charges/incidental expenses during transportation period shall be reimbursed by WAMUL on submission of actual voucher, cash memos with relevant documents.
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. Transporter should have national permit/interstate permit of his tanker.
14. This agreement is valid for **12 months (From \_\_\_\_\_ to \_\_\_\_\_)**. 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.
15. Proper sealing of loaded tanker will be done at the time of loading. If the seal of the tanker is found to be tempered entire value of milk will be recovered from the transporters bill.
16. 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.
17. The transporter has to deposit an amount of 10% of the contract value for 1 year as security money in the form of Demand Draft /Bank Gurantee in Nationalized Bank or Scheduled Bank in the favour of "West Assam Milk Producers Cooperative Union Limited". The security money is to be deposited within 30 days of signing of this agreement. The same will be refunded at him 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.



A handwritten signature in blue ink, consisting of a large loop and a few strokes.

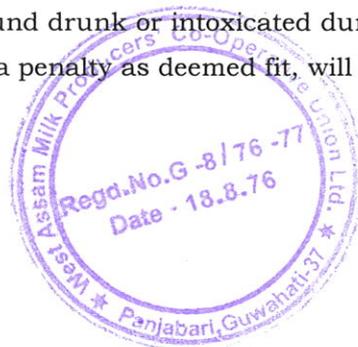
18. After completion of agreement between the transporter and WAMUL, the amount deposited by transporter as security may be returned after three months. For that the final bills of the transporter should be undisputed and settled.
19. Expenses towards Fuel, lubricants, repairing etc are to be carried 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.
20. 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 0.5% kg SNF which will be calculated for each supply and be adjusted against the transporter bill.
21. The transporter shall raise monthly bills for the hire charges. WAMUL shall arrange for the payments of the said bills within 20 days from the date of receipt of such bills. Such payments will be made by RTGS/Demand Draft/Cheque (whenever the payment is made by Demand Draft, the draft charges shall be borne by the transporter) or transfer through CBS system.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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 dis-similar nature beyond the control of the parties affected should one or both



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of the parties be prevented from fulfilling its contractual obligation by a state of force majeure lasting continuously for a period of 3 (three) months, the parties should consult each other, regarding the future implementations of the agreement.

27. 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.
28. 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.
29. 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.
30. Notwithstanding anything herein contained the provisions of this agreement will be subject to the provisions of the Carriers Act, 1865 or any other relevant Law of the land for the time being in force.
31. 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.
32. The transporter guarantees that the tankers provided by him are duly registered under the Motor Vehicles Act and he has complied with the provisions of the said Act of 1939 as well as the Motor Transport Workers' Act or any other relevant Law of the land for the time being in force.
33. 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:
  - a) recover from the transporter liquidated damages if the transporter has failed to provide the tankers and / or
  - b) 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
  - c) cancel the agreement fully or a portion thereof and forfeit or adjust the security deposit in whole or to the extent necessary and / or
  - d) Recover from the transporter the extra cost, if any, incurred by WAMUL procuring the tankers from other sources. '
34. 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 parties' consequent to accidents to be borne by the transporter.
35. 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.



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36. 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.
37. All the documents provided by WAMUL or other units must be treated as confidential and must not be copied, reproduced, shared 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.
38. The transporter shall not transfer, assign, sub contract with any other person under any circumstances.
39. If any dispute or difference arises between the parties hereto arising out of this agreement either as to the interpretation or meaning or otherwise the same will be referred to arbitration. The common arbitrator to be appointed and the venue of the proceedings will be decided by mutual consent of both the parties. The entire arbitration proceedings will be governed by the Arbitration Act in force at the time of dispute.
40. TDS as applicable will be deducted from the bill.
41. This agreement is subject to the jurisdiction of the court at Guwahati only.

IN WITNESS WHEREOF the parties have put their seals the day and year first  
Here in above written.

Managing Director  
WAMUL

Transporter

Witness:

1.

2.

Witness:

1.

2.



**Letter Pad of CA Firm**

**TO WHOMSOEVER IT MAY CONCERN**

We..... based on audited books of accounts for the following financial year and verification of documents, records and information provided to us by the Management of ....., having its registered office at ..... confirm the following:

<b>S. No.</b>	<b>Financial Year</b>	<b>Turnover (Rs.)</b>
<b>1</b>	<b>FY 22-23</b>	
<b>2</b>	<b>FY 23-24</b>	
<b>3</b>	<b>FY 24-25</b>	



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