

Sub: A tender enquiry for hiring of cold store.

Dear Sir,

We enclose herewith a tender for hiring of cold store for storage of white/table butter.

1. Rates must be filled in enclosed rate form only.
2. Rewriting / Over writing in tender is to be avoided.
3. Cold Store owners are abide by & bound to follow all the terms, conditions mentioned here in this tender as per Annexure I.
4. All pages of tender including rate form must be signed & sealed by cold store owners which are considered as your acceptance for all rates, terms & conditions mentioned in tender.
5. There is no guarantee given here for selection of cold storage for hiring purpose on the lowest rate basis. It would be a purely management decision.
6. No telephonic/personal follow up from your side will be entertained. Canvassing in any form may lead to disqualification straightway.
7. Last date for submission of tender is 20.07.2017. The sealed covers must be superscribed with "**AFD: PUR: CPK: COLD STORE: 2017-18**" addressed to I/c General Manager, AmulFed Dairy, Near Indira Bridge, Village: Bhat, Dist: Gandhinagar-382428.
8. This inquiry contains 6 pages.
9. You may also send your offer through e-mail on following mail ids. chirag.kalaria@amul.coop & sunil@amul.coop
10. **Tender Fees:** NOT APPLICABLE

Thanking you.

Yours faithfully,

Purchase dept.

Encl: Annexure I : Terms and Conditions
Annexure II : Rate Form
Annexure III : Vendor registration form

ANNEXURE - I

TERMS AND CONDITIONS FOR HIRING OF COLD STORE:-

- This inquiry is issued for following activities.
 - a. Preservation of White/Table butter at -15 C to -20 C
 - b. Unloading/Loading of White/Table butter

- 1. This contract will remain valid from 1 year from the date of hiring, but its duration can be extended as per AmulFed Dairy's requirement, based on mutual agreement.

- 2. Scope of this contract is provide clean and properly fumigated hygienic Cold Storage space to AmulFed Dairy to store White/Table butter duly packed in 20 Kg Bulk pack.. Upon verification of the same, purchase committee comprises of representatives from Purchase, QA and User dept will visit cold storage and provide clearance for utilization for cold storage with required actions for open points which needs to be addressed.

- 3. Cold Store owner shall address the points raised by committee and confirm within 10 days from the date of list of open points received/purchase committee visit date.

- 4. AmulFed Dairy can provide timely instruction for maintenance, cleaning or any specific requirement related to product hygiene.

- 5. Approximate requirement is for 2000 MT of white/table butter for 12 months in flush season preferable from August 2017 to July 2017 which may extend depends upon procurement of milk and production of white/table butter.

- 6. We may tentatively store 200 MT in Sep 17, 200 MT in Oct 17, 350 MT in Nov 17, 350 MT in Dec 17, 300 MT in Jan 18, 300 MT in Feb 18 and 300 MT in Mar 18. Thereafter it may go down and return from cold store to AmulFed Dairy will start. It's a projection and not confirms quantity. Please don't consider it as a Min. commitment quantity. It may vary depending of amount of milk received.

- 7. Hiring of space can be increased or decreased as per requirement of AmulFed Dairy, Gandhinagar and cold store owner is abide to provide space accordingly if cold store is selected by AmulFed Dairy, Gandhinagar.

- 8. All cold stores to be offered should be totally insured and as per Govt. rules & regulations if any duty / fee / tax are payable then it is sole responsibility of cold store owner to observe and clear all formalities from the appropriate Government authorities.

9. AmulFed Dairy is ISO-9001: 2000, ISO – 14000, ISO - 22000 and FSSC certified unit and in the interest of sustainable environment, we urge you to follow eco-friendly process.
10. The product would be sent to your facility from time to time through refrigerated vehicle provided by approved transporter from AmulFed Dairy, Gandhinagar. Cold Store owner shall unload the same immediately for preservation in cold store. Loading temperature of product shall be directly from manufacturing plant hence it varies from +7 to +15 C at the time of loading in vehicle. Bidder needs to consider the same while providing offer.
11. Record Keeping: Cold storage owner has to maintain FIFO system strictly for incoming and outgoing stock to and from Cold Storage and make available all records for AmulFed Dairy's verification as and when required by AmulFed Dairy, Gandhinagar. Cold store owner shall further carry out all administrative measures to keep the records meaningful.
12. Temperature: Cold Storage owner shall ensure temperature between – 15 C to – 20 C for White/Table butter preservation, for 24 Hrs during entire contract period without any interruption. Since, AmulFed Dairy, Gandhinagar has to store wet products for preservation by refrigeration in cold storage; it will be Cold Storage's responsibility to maintain storage space clean and in hygienic condition.
13. Any damage to product during storage period will be in cold storages' purview and it is responsibility of cold store owner. If AmulFed Dairy finds any deterioration with respect to product or Microbiological quality (Yeast and Moulds) on product due to no proper care taken at cold store then necessary penalty will be charged to respective cold store owner. In extreme case, AmulFed Dairy may recover cost of damage to product as well. Decision of I/c General Manager will be final and binding to both parties in this case.
14. Cold Storage shall make its own arrangement for loading/unloading of Material in case of any break down in system or in case of emergency at its cold store i.e. Ammonia leakage, Fire etc. Any Damage due to such negligence will attract heavy penalty and SAFETY is topmost priority.
15. Product insurance is taken care of by AFD.
16. Price basis will be considered as per **Rs/MT/Month** basis.
17. Billing for preservation charges will be raised by bidder on every month for max Quantity of white/table butter lying at its cold storage in particular month. i.e. if for the period of 01.10.2017 – 31.10.2017, we have stored 300 MT butter maximum at particular day then formula as follows.

**Monthly bill = Max Qty stored in particular month (In MT) *
Approved Rate (Rs/MT/Month)**

18. Payment will be done on submission of bills in duplicate and subject to deduction applicable TDS as per records for monthly preservation (log sheet data in form of excel graph as well as data logger print out) and stock statement along with invoice.
19. Price basis will remain fixed. Rates given by you are considered to be inclusive of rent and all applicable charges, taxes and duties etc. GST will be exclusive if Applicable. (TDS to be deducted from monthly payment)
20. Advance payment and Deposits are not provided by AmulFed Dairy. No any other expenses will be reimbursed or paid by AmulFed Dairy than above mentioned details.
21. Monthly bill is to be presented in AmulFed Dairy alongwith reference of PO/contract no and it will be paid within 15 days after presentation at AmulFed Dairy, Gandhinagar.

22. Loading / Unloading of White or Table butter at Cold Storage:

- Billing for unloading/loading charges shall be raised in duplicate along with preservation charges invoice on monthly basis. Loading/ Unloading charges shall be calculated as per actual and not as per any quantity commitment.
 - Product shall be unloaded within 4 hours after vehicle reporting to your cold storage.
 - Any damage to product during loading/unloading at Cold storage is solely cold storage's responsibility and damage cost will be borne by you as certified by AmulFed Dairy officials.
 - Cold storage shall take full insurance policy for the labour provided.
 - For any shortages in material reported an equivalent amount shall be deducted from the Cold Storage's bill.
 - It would be the responsibility of the Cold Storage to ensure that the quality of Material remains unadulterated during the loading/unloading. If at any point of time, AmulFed Dairy finds that the Cold Storage has indulged in any activity resulting into deterioration in the quality of material, AmulFed Dairy may cancel the contract with immediate effect/ initiate legal actions against the Cold Storage / ask the Cold Storage to make the payment for the equivalent amount of the quantity of material, in question.
23. Both parties can vacate cold store by giving one month notice period without showing any reason.

24. All legal formalities or govt. procedures concerning warehousing/Cold storage should be fulfilled by you so that our goods would not be confiscated by any authorities for any rule violation by you. All charges / fees for this should be borne by you.
25. In any matter(s) like deciding penalty (fine) / deciding cost of damaged (wastage) made / inferring meaning of any term (condition) of tender , the decision of AmulFed Dairy's I/c General Manager will be final and binding to cold store owner and cannot be challenged into court of law.
26. If at any stage , AmulFed Dairy finds that cold store owner has not followed or has violated any of the tender / agreement terms / conditions then AmulFed Dairy will have right to terminate the complete work order / agreement without giving any prior notice.
27. In case of any dispute, decision of In-charge General Manager of AMULFED DAIRY will be considered as final and binding to both parties. I/c General Manager, AmulFed Dairy reserves the rights to cancel/ terminate the contract, even after awarding of the contract, without assigning any reason & same shall be binding to the contractor.
28. For any dispute regarding this tender / contract / agreement, Ahmedabad is the jurisdiction.
29. Management reserves the rights to accept or reject the any / all offers submitted by bidders, without assigning any reasons. Management decision in these regards would be considered as final and no complaints will be entertained.
30. Cold Storage cannot take a distributorship or involve in direct or indirect buying/selling activity of the product for which vendor is appointed as a C & F agent. Cold Storage cannot deal with any of the member union or GCMMF as a distributor or buying/selling agent.
31. Cold Store owner cannot refuse to provide material in any case or cannot hold the material supply in any case as AmulFed Dairy has sole ownership of material stored in Cold store and such activity of cold store affect operation of AmulFed Dairy. If such incidence will be reported, then penalty + applicable GST will be levied on Cold Store owner which may be deemed fit by management and will be deducted from amount payable to Coldstore owner. In extreme case, AmulFed Dairy may go for legal action if matter is not resolved on mutual agreed basis.

I, the undersigned is agreeing with and accepting above mentioned terms & conditions.

Cold Store Owner's Sign & Name

Name of Cold Store Owner

Company Seal

Cold Store Owner's Sign and Stamp

Page 5

Date:

ANNEXURE - II

• **Rate Form**

Details of Cold Storage	Unit Rate (Rs/MT/Month)	Total Amount (Rs)
Preservation Charges (Rent)		
GST (If applicable)		
Tentative Date of availability		

Optional Rates: If you have transportation facility available at your cold store than provide rates for the same in below table.

Activity	No of vehicles	Capacity of Vehicles	Rs/ MT (Net Weight)
Transportation of White/Table butter in refrigerated van from AFD to your Cold Storage and vice-versa. (Excluding Loading/Unloading of butter at AFD)*			

***- Kindly mention GST % if applicable**

Cold Store Owner's Sign & Name

Name of Cold Store Owner

Company Seal