

Sub: A tender enquiry for hiring of godown.

Dear Sir,

We enclose herewith a tender for hiring of godown for storage of milk products like powder, ghee and UHT milk.

1. Rates must be filled in enclosed rate form only.
2. Details of godown to be submitted as per Annexure II.
3. Rewriting / Over writing in tender is to be avoided.
4. Godown owners are abide by & bound to follow all the terms, conditions mentioned here in this tender as per Annexure I.
5. All pages of tender including rate form must be signed & sealed by godown owners/ contractors which are considered as your acceptance for all rates, terms & conditions mentioned in tender.
6. There is no guarantee given here for selection of godown for hiring purpose on the lowest rate basis. It would be purely management decision.
7. No telephonic/personal follow up from your side will be entertained. Canvassing in any form will lead to disqualification straightway.
8. Last date for submission of tender is 20.07.2017. The sealed covers must be superscribed with "**AFD: PUR: CPK: GODOWN: 2017-18**" addressed to I/c General Manager, AmulFed Dairy, Near Indira Bridge, Village: Bhat, Dist: Gandhinagar-382 428.
9. This tender contains 14 pages.
- 10. Tender Fees: NOT APPLICABLE.**

Thanking you.

Yours faithfully,

Purchase dept.

- Encl: Annexure I : Terms and Conditions
Annexure II : Checklist for documents to be attached herewith tender
Annexure III : Details to be provided for Godown
Annexure IV : Rate Form
Annexure V : Draft Agreement to be made between AFD and Godown owner upon finalization of contract on Rs. 100/- non-judicial stamp paper.
Annexure VI : Vendor registration form

ANNEXURE - I

TERMS AND CONDITIONS FOR HIRING OF GODOWN:-

1. This contract will remain valid for 1 YEAR FROM THE DATE OF HIRING, but its duration can be extended as per AmulFed dairy's requirement, based on mutual agreement.
2. Our approximate annual requirement is 4.0 Lac Sq Ft space considering 4500 MT of Powder and 1500 MT of ghee production per month for 7 months in flush season preferably from October 2017 to April 2018. We are increasing our capacity by installing 120/150 MT powder plant and 80 MT ghee which may be come into operation in next season, accordingly we require more space. Min. Godown space to be hired is 15000 SF to avoid under utilization.
3. Hiring of godown will be in phased manner as per production capacity preferably 25000 - 30000 SF at a time and upon filling of the same, next area will be hired. Same procedure will be followed for vacating of godown also.
4. Hiring of space can be increased or decreased as per requirement of AmulFed Dairy, Gandhinagar and godown owner is abide to provide space accordingly if godown is selected by AmulFed Dairy, Gandhinagar.
5. Godown owner has to take written consent from AmulFed Dairy, Gandhinagar before allocate space to any other MUs or party in case of under utilization of resources if it is under single roof.
6. All godowns to be supplied should be totally insured and as per Govt. rules & regulations if any duty / fee / tax are payable then it is sole responsibility of godown owner to observe and clear all formalities from appropriate Government authorities.
7. 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.
8. AmulFed Dairy will consider **CARPET AREA** of godown for making payment and no payment will be made as per Super Built-up area.
9. Price basis will be considered as per **RS/SF/MONTH FOR CARPET AREA OF GODOWN.**
10. Price basis will remain fixed. Rates given by you are considered to be inclusive of rent and all applicable charges, electricity charges, maintainance charges if any, taxes and duties etc.

11. GST will be exclusive if Applicable. (TDS to be deducted from monthly payment)
12. Electricity bills to be arranged and paid by godown owner. It is inclusive in rates provided by you. However, we are arranging all our major activities in day time and there is very less activity in night time, so electricity consumption will be negligible. Godown owner has to ensure proper lighting in warehouse, ample air circulation; all open ventilation point needs to be closed by thin wire mesh to avoid any entry of insects / rodents.
13. Advance payment and Deposits are not provided by AmulFed Dairy.
14. No any other expenses will be reimbursed or paid by AmulFed Dairy than above mentioned details.
15. Monthly bill is to be presented in AmulFed Dairy alongwith reference of PO/contract no and GST (if applicable) and it will be paid within 15 days after presentation at AmulFed Dairy, Gandhinagar.
16. Freight for material movement from AFD to godown and vice-versa, Insurance of product, Security charges and C & F Charges will be arranged by AMULFED DAIRY.
17. AmulFed Dairy will also do termite treatment if required and time to time pest control activities to maintain safe and hygienic condition for storage of food products.
18. You will have to enter into agreement with AmulFed Dairy on non-judicial stamp paper of Rs. 100/- as per format given in Annexure V.
19. Scope of this contract is provide clean, hygienic and closed godown as per AmulFed dairy checklist enclosed herewith in Annexure II and Annexure III. Upon verification of the same, purchase committee comprises of representatives from Purchase, QA and User dept will visit godown and provide clearance for utilization of godown with required actions for open points which needs to be addressed.
20. Godown owner shall address the points raised by committee and confirm within 10 days upon list of open points received from AFD/ visit date of AFD officials.
21. AmulFed Dairy can provide timely instruction for maintenance, cleaning or any specific requirement related to product hygiene.
22. Both parties can vacate godown by giving one month notice period without showing any reason.

23. All legal formalities or govt. procedures concerning warehousing should be fulfilled by godown owner so that our goods would not be confiscated by any authorities for any rule violation by godown owner. All charges / fees for this should be borne by godown owner.
24. 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 godown owner and cannot be challenged into court of law.
25. If at any stage , AmulFed Dairy finds that godown 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.
26. In case of any dispute, decision of In-charge General Manager of AMULFED DAIRY will be considered as final and binding to both parties.
27. 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. Godown 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 Godown and such activity of Godown affect operation of AmulFed Dairy. If such incidence will be reported, then penalty + applicable GST will be levied on Godown owner which may be deemed fit by management and will be deducted from amount payable to Godown 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.

Godown Owner's Sign & Name

Company Seal

Name of Godown Owner

Date:

Godown Owner's Sign and Stamp

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ANNEXURE - II

- **Checklist for documents to be attached herewith tender**

1	Duly filled, signed, stamped vendor registration form with all necessary proofs
2	Owner Details – company / owner/ beneficiaries
3	Pan card of company/owner/beneficiaries
4	GST registration details
5	7/12 documents
6	8A DOCUMENT
7	NA certificate for land which is used for building godown
8	Approved Building Plan pass certificate from competent Govt. engineer (AUDA/AMC/Municipality)
9	Structure details including load bearing capacity
10	AKARANI certificate/ Development permission in case of rural areas or BU permission for AUDA/AMC territory
11	Gram Panchayat/ Taluka Panchayat/ AUDA/AMC fees receipt for building approval
12	Last 3 years Grampanchayat/corporation tax receipt
13	Last 3 months Electricity bill details

ANNEXURE - III

• **Details to be provided for Godown:**

1	Carpet area of godown (in Square Foot)	
2	Built of godown – RCC / PEB/ Asbestos Shitting	
3	Load bearing capacity of floor (MT/Sq Mtr)	
4	Height of Godown (in Meters)	
5	Approach Road (RCC/ Bituminous)	
6	Distance from AmulFed Dairy, Bhat, Gandhinagar (in Km)	
7	Lighting facility (Yes or No)	
8	Loading dock/points and shutters (in Nos)	
9	Industrial/goods lift facility in case of godown is on first floor (Yes or No, if Yes capacity and size)	
10	Fire Hydrant system (Yes or No, if yes provide type)	
11	Heavy Vehicle parking facility (Yes or No)	
12	Suitability of godown in terms of quality parameters like no water seepage, no rodent entry, properly closed godown with proper ventilation with proper mesh size of covers on windows	You may provide photographs of inside and outside view. Final comments will be given at the time of visit by officials from AmulFed Dairy
13	Photographs	

ANNEXURE - IV

• **Rate Form**

Details of Godown	Carpet Area (Sq Ft)	Unit Rate (Rs/SF/Month)	Total Amount (Rs/Month)
Godown for rent			
GST (If applicable)			
Total (Rent + GST) in Rs/SF/MONTH			
Tentative Date of availability of godown			

ANNEXURE – V

- **Draft Agreement to be made between AFD and Godown owner upon finalization of contract on Rs. 100/- non-judicial stamp paper**

AGREEMENT

HIRING OF DRY GODOWN FOR STORAGE OF MILK PRODUCTS

AGREEMENT

Sub: Hiring of Dry Godown for storage of milk products.

THE ARTICLES OF AGREEMENT made at Gandhinagar on this**(Date of Hiring)** BY AND BETWEEN

AMULFED DAIRY GANDHINAGAR – A UNIT OF GUJRAT CO-OPERATIVE MILK MARKETING FEDERATION LIMITED a co-operative society registered under the Gujarat co-operative societies Act 1961 and having its plant office at plot no.35, Nr. Indira Bridge, Village: Bhat, District: Gandhinagar –382428 (hereinafter referred to as the “**AFD**” (Which expression shall, unless it be repugnant to the context or meaning therefore, be deemed to mean and include its successors and assigns) of the One Part and

M/s (**Godown Owner Name**) a company incorporated in India under the companies act, 1956, and having its registered office at (**Address**). (Hereinafter referred to as the “**GODOWN OWNER**” (which expression shall, unless it be repugnant to the context or meaning therefore, be deemed to mean and include its successors and assigns) of the Other Parts.

WHEREAS

The AFD is storing its milk products like Milk powder, ghee and UHT milk in hired dry godowns.

AFD wants to award contract to **GODOWN OWNER (M/s. Godown Owner name)** for hiring of dry godown owned by the **GODOWN OWNER** for a period of **One Year** from the date of the hiring which can be extended for further periods if mutually agreed based on price revision worked out as per prevailing market rates.

The **GODOWN OWNER** has agreed to provide its owned dry godown to AFD on terms and conditions hereinafter contained and agreed rent mentioned in price schedule.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOW:

1. This Agreement shall be for a period of ONE year from (**hiring date**) to (**1 year from hiring date**), unless terminated by either party on not less than thirty days written notice (given prior to the expiration of the successive period then in effect). Its duration can be extended as per AFD's requirement, based on mutual agreement between both parties.

2. As per order no (po no dated date), AFD shall pay a sum of **(Rs. Monthly payment)** per month plus taxes if applicable as given in **price schedule to GODOWN OWNER.**
3. Hiring of godown will be in phase manner as per production capacity preferably 25000 SF at a time and upon filling of the same, next area will be hired. Same procedure will be followed for vacating of godown also.
4. Hiring of space can be increased or decreased as per requirement of AFD and GODOWN OWNER is abiding to provide space accordingly.
5. GODOWN OWNER has to take written consent from AFD before allocate space to any other MUs or party in case of under utilization of resources if it is under single roof.
6. Dry godowns supplied should be totally insured and as per Govt. rules & regulations if any duty / fee / tax are payable then it is sole responsibility of godown owner to observe and clear all formalities.
7. AFD 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.
8. AFD will consider carpet area of godown for making payment and no payment will be made as per Super Built-up area.
9. Price basis will remain fixed. Rates given by you are considered to be inclusive of rent and all applicable charges, electricity charges, maintenance charges if any, taxes and duties etc. GST will be exclusive if Applicable. (TDS to be deducted from monthly payment)
10. Electricity bills to be arranged and paid by godown owner. It is inclusive in rates provided by you. However, we are arranging all our major activities in day time and there is very less activity in night time, so electricity consumption will be negligible. Godown owner has to ensure proper lighting in warehouse, ample air circulation; all open ventilation point needs to be closed by thin wire mesh to avoid any entry of insects / rodents.
11. Advance payment and Deposits are not provided by AFD.
12. No any other expenses will be reimbursed or paid by AFD than above mentioned details.
13. Monthly bill is to be presented in AFD alongwith reference of PO/contract no and it will be paid within 15 days after presentation at AFD.
14. Freight, Insurance of product, Security charges and C & F Charges will be arranged by AFD.

15. AFD will also do termite treatment if required and time to time pest control activities to maintain hygienic condition for storage of food products.
16. Scope of this contract is provide clean, hygienic and closed godown as mentioned in tender "**AFD: PUR: CPK: GODOWN: 2017-18**". Upon verification of the same, purchase committee comprises of representatives from Purchase, QA and User dept will visit godown and provide clearance for utilization for godown with required actions for open points which needs to be addressed.
17. GODOWN OWNER shall address the points raised by committee and confirm.
18. AFD can provide timely instruction for maintenance, cleaning or any specific requirement related to product hygiene.
19. Both parties can vacate godown by giving one month notice period without showing any reason.
20. All legal formalities or govt. procedures concerning warehousing should be fulfilled by GODOWN OWNER so that goods stored by AFD would not be confiscated by any authorities for any rule violation by you. All charges / fees for this should be borne by GODOWN OWNER.
21. 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 AFD's I/c General Manager will be final and binding to GODOWN OWNER.
22. If at any stage , AFD finds that GODOWN OWNER has not followed or has violated any of the tender / agreement terms / conditions then AFD have right to terminate the complete work order / agreement without giving any prior notice.
23. During this contract period and upon in extension period which is mutually agreed by both parties after agreement end date, AFD has all right to keep possession of godown alongwith materials stored in dry godown. The custody of material stored at dry godown lies with AFD or AFD authorized C & F agent only.
24. GODOWN OWNER will give full possession and custody of dry godown to AFD till this agreement will remain in effect or for time limit till which it is extended on mutual agreement of both parties. GODOWN OWNER or any agent/partner of GODOWN OWNER or any third party cannot take possession of godown or custody of materials stored in godown without written consent of AFD in this period. AFD will handover godown to

GODOWN OWNER in writing upon post agreement period or in case of no use by giving 1 month advance notice.

25. GODOWN OWNER has to provide Bank details in the prescribed format given by AFD alongwith bank official endorsement and cancelled cheque copy for RTGS payment and AFD will make payment to given account through RTGS/fund transfer mode only.
26. GODOWN OWNER has to update their details once in a year upon request received from AFD in the prescribed format given by AFD for updation of data in system.
27. In case of any dispute, decision of I/c General Manager of AFD will be considered as final and binding to both parties.
28. I/c General Manager, AFD reserves the rights to cancel/ terminate the contract, even after awarding of the contract, without assigning any reason & same shall be binding to the GODOWN OWNER.
29. Any notice required to given hereunder shall be given at writing at the address of each party set forth within or to the other address either party may substitutes by written notice to the other.
30. The Agreement shall be executed in duplicates. The original shall be retained by the AFD and duplicate by the **GODOWN OWNER**
31. All pages of this agreement must be signed & sealed by GODOWN OWNER which is considered as your acceptance for all rates, terms & conditions mentioned in agreement.
32. Conditions mentioned in Tender "**AFD: PUR: CPK: GODOWN: 2017-18**" will be considered as final in case of any discrepancy.
33. Godown 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 Godown and such activity of Godown affect operation of AmulFed Dairy. If such incidence will be reported, then penalty + applicable GST will be levied on Godown owner which may be deemed fit by management and will be deducted from amount payable to Godown owner. In extreme case, AmulFed Dairy may go for legal action if matter is not resolved on mutual agreed basis.

Whereas

Both parties hereby sign this agreement

IN WITNESS WHERE OF the parties have executed these presents on the day and year herein above written and in the manner hereinafter mentioned.

AMULFED Dairy Gandhinagar

Authorised Signatory

Witness

1.

2.

Godown Owner Name

Authorised Signatory

Witness

1.

2.

Price Schedule

Details of Godowns	Unit Rate (Rs./Sq. feet/Month)	GST % (If applicable)	Total Amount (Rs./Month)
Dry Godowns (Capacity : _____ Sq. feet)	_____	_____	_____

Price basis : Fixed

GST : Exclusive if applicable / Inclusive all taxes. (TDS to be deducted from monthly payment)

Payment terms : On Monthly basis (Payment will be done within 15 days after date of invoice)

Freight, Insurance and C & F Charges : To be arranged by AMULFED Dairy

Electricity bills : It is inclusive in rent only and will not be paid by AmulFed Dairy, Gandhinagar

Total Order Value/Month : **Rs. _____ per month**