

AFD: PUR: ENQ: 2022: 411

June 21, 2023

Sub: A tender for transportation contract for butter from AmulFed Dairy to hired cold stores in refrigerated vehicles (0 to +4 °C).

Dear Sir,

We enclose herewith a tender for transportation contract of white/table butter in refrigerated vehicles (0 - 4 °C).

1. Rewriting / Overwriting in the tender are to be avoided.
2. Bidders are abide by & bound to follow all the terms, conditions mentioned here in this tender as per Annexure I.
3. **Tender Fees & EMD:** You will have to deposit Rs. 5000/- (Non-refundable as Tender fees and Rs. 2,50,000/- (Refundable) EMD by way of RTGS/NEFT/ Bank Guarantee from Nationalized or scheduled Banks in following A/c. "BANK NAME: HDFC BANK, ACCOUNT NAME: AMULFED DAIRY (A UNIT OF GCOMM LTD), A/C NO: 00060310001593, BRANCH: NAVRANGPURA, IFSC CODE: HDFC0000006". We will not accept it through any other mode like cash or cheque looking to current COVID19 outbreak and guidelines of social distancing. You need to provide RTGS/NEFT receipt alongwith tender copy. **The quotation received without Tender Fees and EMD alongwith the RTGS/NEFT receipt shall not be considered.**
4. In case your quotation has not accepted the deposit will be refunded within 45 days from the date of finalization. In case bidder do not meet minimum legal/statutory requirement required by AFD, offer will be stands rejected. In such cases a token penalty will be levied, as per AFD management discretion (Maximum up to Rs. 5000/-). **EMD will carry no interest. In case of failure or non-agreement of providing services to the satisfaction level of AFD at the quoted or agreed rates whichever is latest, then this EMD will be forfeited and a contract will be terminated. Decision of General Manager - AmulFed Dairy, Gandhinagar will be final and binding to all concerned, in this matter.**
5. **Qualification Criteria:**
 - a. Vendor must have successfully executed one similar contract in last 3 years of time and PO copy of the concern organization is required for reference purpose. Data will not be used or disclosed anywhere and it will be just for verification purpose.

- b. Vendor must have 3 owned vehicles and need RC book details of the same while submitting tenders. It will be verified at the time of comparison. The registered vehicles must not be older than 10 years from the date of registration.
- c. Vendor shall have valid FSSAI license.

6. Vendor Registration Form:

- All the interested bidders have to participate in the inquiry through our purchase portal by registering your firm as a new vendor (if your firm already have registration in our PP, than you have to login to your account and request AFD to send RFQ).
- Interested bidders have to registered your firm in our Purchase portal . Website for our portal is as >>>: <http://afdpurchase.amul.in/>
- Click Below links for Guidelines :
[Guide for VRF - Other than MANUFACTURERS](#)
- Offer through mail/hardcopy are not accepted and stand for rejection, your competitive bids should be submitted through our online portal only.

Following documents shold be attached with Bid

1. Memorandum of association/partnership deed
2. PAN No
3. GST No,
4. Registration copy of Bombay Shops and Establishment Act
5. Provident Fund No and Allotment date,
6. Professional Tax No,
7. Audited Income Tax return & a Turnover copy of last 3 financial years
8. Labour Licence Copy etc.
9. Purchase Order / Contract Copy and Work Experience certificate of similar kind of work from reputed organizations
7. Details of trucks like truck no., model, capacity, a copy of registration certificate (RC copy) should be furnished as and when required by us for all the vehicles you wish to offer for service to us.
8. The approximate requirement is for 10,000 MT of white/table butter for 12 months in flush season preferable from August 2022 to July 2023 which may extend depends upon procurement of milk and production of white/table butter. Same needs to bring back to AFD if not sell directly and hence dedicated vehicles will be required for this purpose.
9. All pages of tender including rate form must be signed & sealed by Bidders which are considered as your acceptance for all rates, terms & conditions mentioned in the tender.
10. No Guarantee is given for the selection of bid for the allocation of contract on the lowest rate basis. It would be purely merit-based and management discretion.

11. No telephonic/personal follow up from your side will be entertained. Canvassing in any form may lead to disqualification straightway.
12. Last date for submission of tender: **04.00 p.m. : July 17 , 2023**. The sealed covers must be superscribed with "**AFD: PUR: ENQ: 2023: 411** " addressed to General Manager, AmulFed Dairy, Gandhinagar, Near Indira Bridge, Village: Bhat, Dist: Gandhinagar-382 428.
13. This inquiry contains 10 pages.

Thanking you.

Yours faithfully,

Purchase dept.

Encl: Annexure I : Terms and Conditions
 Annexure II : Rate Form

ANNEXURE - I

TERMS AND CONDITIONS FOR TRANSPORTATION OF BUTTER:-

1. This inquiry is issued for transportation of white/table butter from AmulFed Dairy, Gandhinagar to hired cold stores in the nearby vicinity of the refrigerated vehicle at a temperature of 0 to +4 °C.
2. This contract will remain valid from **01/08/2023 to 31/07/2024**, but its duration can be extended as per AmulFed dairy's requirement, maximum up to 3 months.
3. Scope of this contract is to provide refrigerated trucks having refrigeration plant to be working on diesel or electricity and having properly enclosed insulated body, clean and hygienic internal conditions, flat bad without any edge/dent which can damage product, PUC certified vehicles to transfer White/Table butter duly packed in 20 Kg Bulk pack or consumer packs of various pack size. Upon verification of the same, QA and User dept will provide clearance for utilization for the vehicles.
4. AMULFED DAIRY will give payment as per weight mentioned in RC book only and payment will not be made for additional product transported than approved Net Vehicle Capacity as per RC book (Gross Vehicle Weight - Unladen weight). Moreover, in case of confusion, the latest RTO rules will be considered final upon submitting valid documentary proof.
5. QA and User dept might suggest necessary changes to address open points which may cause damage to product and transporter needs to address the same within a week time. In extreme case, QA and User dept will reject vehicle and transporter has to provide a new vehicle for transportation.
6. AmulFed Dairy can provide timely instruction for maintenance, cleaning or any specific requirement related to product hygiene.
7. The approximate requirement is for 10000 MT of white/table butter for 12 months in flush season preferable from August 2022 to July 2023 which may extend depends upon procurement of milk and production of white/table butter.
8. We may tentatively store 700 MT in Aug 23, 900 MT in Sep 23, 1000 MT in Oct 23, 1000 MT in Nov 23, 1200 MT in Dec 23, 1200 MT in Jan 24, 1000 MT in Feb 24, 800 MT in Mar 24, 600 MT in Apr 24, 500 MT in May 24, 600 MT in June 24 and 600 MT in July 24. In lean season starting from May quantity may be reduced 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 on the amount of milk received. AmulFed Dairy is liable to pay charges as per actual quantity transferred at the cold store.
9. All vehicles to be offered should be totally insured and as per Govt. rules & regulations if any duty/ fee/tax is payable then it is the sole responsibility of cold store owner to observe and clear all formalities from appropriate and competent Government Authorities.

10. All vehicles should be PUC certified and environment-friendly as AmulFed Dairy is ISO-9001: 2015, ISO - 14001: 2015, ISO - 22000:2015, FSSC 22000 V5.1 -ISO TS 22002-1:2009 (Food) and additional FSSC 22000 version 5.1 requirements certified unit. In the interest of the sustainable environment, we urge you to deploy eco-friendly trucks. Bidders abide to submit valid PUC certificates for all vehicles deployed twice in a year. Once upon deployment of the vehicle when the contract was given and once in the month of January 2024. Further, all drivers/labours/representatives of bidder have to provide valid ID proof and get a gate pass from the AFD security office. They are also abiding to make daily in and out punch for proper attendance and access control to fulfil the requirement of FSSC 22000 version 5.1.
11. You shall ensure to provide refrigerated vehicles to lift approx 80 MT butter every day from AMULFED DAIRY to cold store until and unless the communication was given to you from AMULFED DAIRY not to provide a vehicle for a specific reason.
12. AmulFed Dairy will load butter at the temperature of +7 to +15 C as we are directly providing butter from Production dept. However, the transporter has to provide 0 to +04 C temperatures before loading of butter. Thereafter, AMULFED DAIRY will load the vehicle.
13. You shall ensure that refrigeration plant shall be in working condition and temperature of white/table butter to be transferred shall be below +4 °C at any point of time.
14. You shall ensure the white/table butter transportation temperature from AMULFED DAIRY to Cold Storage must not increase than +4 °C. It shall be below +4 °C.
15. There shall be no temperature deviation ON POSITIVE SIDE of the product from AMULFED DAIRY to Cold Storage.
16. Cold storage shall ensure to keep a record of unloading temperature of butter every day and record of the same shall be ready for presentation as and when required by AmulFed Dairy, Gandhinagar. The same record to be kept by the bidder as well and same shall be ready for presentation as and when required by AmulFed Dairy, Gandhinagar.
17. In case of any break down of the vehicle, Transporter shall inform to AMULFED DAIRY officials without fail within 4 hrs of breakdown. Moreover, the transporter has to make necessary arrangements to transport the product safely from the breakdown place to destination without damage to the product as well as any temperature deviation. If it is reported that the product got damaged/ deteriorated due to temperature deviation, the transporter needs to pay for the same.
18. It is transporter's responsibility to collect 'material received receipt' from the consignee. Based on this receipt only, transporters' bills payment will be made. The transporter must have to maintain LR book for all transaction.
19. Billing for Transportation charges of White/Table butter from AmulFed Dairy, Gandhinagar to Cold Storage in the refrigerated vehicle (0 to +4 °C temperature) shall be raised on fortnight basis along with LR details and our stock transfer details.

20. All trucks to be supplied should be totally insured and as per RTO rules & regulations if any duty/ fee/tax/toll tax/road tax is payable then it is the sole responsibility of transporter/ contractor to observe and clear all formalities.
21. For any accident, transporter or contractor is responsible. Any Material / Vehicle / Life will be to transporter's account in case of an accident. Material/butter box if damaged due to the accident then actual damage cost plus Rs.5000/- per accident as fine will be recovered from transporter/ contractor either by direct payment or from the security deposit or from monthly bills. In case of an accident, transporter/contractor have to inform AmulFed Dairy Authorities immediately.
22. Delivery of material to consignees must be in time without any delay and without damage. AmulFed Dairy shall recover the total cost for damage as certified by its officials as penalty per such incident from transporter/contractor.
23. It is transporter's responsibility to deliver the given material to the consignee without any wastage/damage /theft/ shortage and violation of this condition will be recovered from your Invoice as certified by AmulFed Dairy officials per such matter/event from transporter/ contractor.
24. If transporter cannot provide vehicles as per AmulFed Dairy's requirement then we will recover the total cost for making & using the alternate arrangement as certified by AmulFed Dairy.
25. If a vehicle becomes immovable on road in transit then the alternate arrangement is to be done by contractor/ transporter.
26. The transporter has to provide the mobile facility to drivers and provide that mobile no too concerned AMULFED DAIRY authority. For day to day operation, the transporter has to take instructions from AGM - Butter/Ice-cream dispatch department.
27. Rates given by you is considered to be inclusive of transport charges, all taxes, waiting for a charge per trip from AmulFed Dairy to consignee destination(s), drivers/ cleaners' salary - allowances- fuel (diesel), oil, truck maintenance, any govt./private levies etc. It is inclusive of all and AMULFED DAIRY is not liable to pay anything extra than abovementioned rates except GST as GST is extra at actual if applicable.
28. You have to give complete details of the truck to be supplied by you for transportation work and if dairy/transporter finds any need of releasing any truck from contract/ order/agreement both parties have to inform 15 days in advance to each other in such case.
29. Price basis will be considered as per **Rs/MT** (Net weight) basis. Payment of the bills will be based on the net weight of butter transported on a fixed basis (& not based on kilometres). Net weight will be considered for the payment purpose.

30. If an extreme case, it is required for calculating Price increase/decrease in Per Trip charges at the time of fuel price increase/decrease after date of contract /order/ agreement are to be calculated on the basis of kilometer in tender plus taking 4.0 km/liter as average for 10MT and above capacity vehicles to be supplied. Due to the daily change in diesel prices, it will be reviewed on every 1st of every month and this clause is applicable as there is a change in fuel rates higher/lower than Rs 2/Liter from the date of finalized the contract/ last price revision date. For consideration of Diesel price change, we will follow rates mentioned in the IOC website for Gujarat State Civil Supplies (GSCS), Gandhinagar location. The website address is <https://associates.indianoil.co.in/PumpLocator/districtWiseRO.jsp>
31. Bidder has to consider the diesel rate of Rs. 92.38 per Litre for the quotation
32. The truck should be clean & well maintained in such a way that it will not affect the quality /quantity of butter box.
33. A truck driver has to keep a log book for trip numbers calculation.
34. All deputed vehicles should have data logger facility (For temperature) and the same needs to be submitted on request for verification purpose
35. Bidder/contractor has to give in writing complete details like name & addresses of his representatives/ drivers/cleaners/labours etc. and also he has to inform in writing if any of them is getting changed.
36. Any of your representatives should not be suffering / carrying from any contagious disease(s). Violation of this will attract removal of such person from dairy premises plus Rs.750/- + applicable GST as fine per such occurrence.
37. Chewing of Tobacco, Smoking, Drinking of Alcoholic beverages and use of any such products are totally prohibited in premises of AmulFed Dairy. Violation of this will attract a penalty of Rs. 5000/- + applicable GST per occurrence and leading to permanent no entry to the driver, cleaner or any of your representatives identified doing so.
38. On the outer side of the trucks, if painting & advertising for dairy has to be done the expenses shall be borne by dairy.
39. Improper behaviour with dairy staff / refusing for material transportation and/or loading/ no identification with your representative(s) / stealing material / helping in theft of material : all these types of wrongdoing(s) if comes into knowledge of dairy authorities will attract immediate penalty of Rs.750/- to Rs.1250/- + applicable GST in cash plus recovery of damaged /wastage caused due to such happenings.
40. You will be responsible to observe formalities required to be completed at the concerned check post and ensure that there is no default. If there is any default represented by govt. authorities towards payment/completion of formalities, you shall be entirely responsible. Any amount leviable in this respect shall have to be borne by you.

41. The contractor has to coordinate with Ice-cream/butter dispatch In-charge for day to day activities and reporting.
42. Product insurance is taken care of by AMULFED DAIRY, however, the bidder has to take vehicle insurance and submit a copy of the same to AmulFed Dairy within 10 days from awarding a contract by AmulFed Dairy.
43. For any shortages in material reported by cold-store owner / AmulFed Dairy official, an equivalent amount shall be deducted from the Cold Storage's bill along with token penalty + applicable GST as deemed fit by management.
44. It would be the responsibility of the bidder to ensure that the quality of Material remains unadulterated during transportation. If at any point of time, AmulFed Dairy finds that the transporter has indulged in any activity resulting in deterioration in the quality or quantity of material, AmulFed Dairy may cancel the contract with immediate effect/ initiate legal actions against the bidder / ask the bidder to make the payment for the equivalent amount of the quantity of material, in question.
45. AmulFed Dairy can terminate the contract without showing any reason
46. All legal formalities or govt. procedures concerning transportation/RTO runes should be fulfilled by bidder so that AmulFed Dairy's goods would not be confiscated by any authorities for any rule violation by you. All charges/fees for this should be borne by you.
47. In any matter (s) like deciding penalty (fine) / deciding cost of damaged (wastage) made/infering the meaning of any term (condition) of tender, the decision of AmulFed Dairy's General Manager will be final and binding to Bidder and cannot be challenged into the court of law.
48. If at any stage, AmulFed Dairy finds that Bidder 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.
49. In case of any dispute, the decision of General Manager of AMULFED DAIRY will be considered as final and binding to both parties. 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.
50. Management reserves the right of accepting or rejecting or cancellation of any tender/s. Final decision of Management shall be abiding on all bidders. Management can reject/cancel any tender/s without assigning any reason/s thereof. It shall not be obligatory on the part of the AmulFed Dairy to disclose the reasons.
51. **EMD:** It shall be mentioned in point no 3 in page 1.

Security Deposit: In case your quotation is accepted and converted into the work order, you will have to deposit an additional Rs. 300000 by the way of RTGS/NEFT in following A/c. "BANK NAME: HDFC BANK, ACCOUNT NAME: AMULFED

DAIRY (A UNIT OF GCMFM LTD), A/C NO: 00060310001593, BRANCH: NAVRANGPURA, IFSC CODE: HDFC0000006". This will earn no interest. SD arrange within a period of 10 days from the date of receipt of intimation from us. It will return after the successful completion of your work order.

If at any stage, AmulFed Dairy finds that bidder has not followed or has violated any of the tender/agreement terms/conditions then AmulFed Dairy will revoke given bank guarantee and will have all rights to recover damage cost plus penalty charges which again shall be decided by AmulFed Dairy authorities only. Further, in this case, AmulFed Dairy will have the right to stop transportation work or to terminate the complete work order/agreement without giving any prior notice.

Both EMD and Security Deposit can also be submitted in the form of Bank Guarantee as well. In this case, the validity of bank guarantee towards EMD and Security Deposit shall be 31.07.2024 and 30.09.2024 respectively. Bank guarantee towards EMD shall be returned to unsuccessful bidder within 45 days from the finalization of the contract. Whereas bank guarantees towards EMD and SD of successful bidder shall be returned on successful completion of contract considering all legal/PO/Tender/AMULFED DAIRY guidelines compliance. AmulFed Dairy reserves rights to deduct the amount if found any violation in abovementioned areas.

52. If the truck is required to make 2/3 point delivery, then freight of longest distance will be considered.
53. We allow variation of +/- 30 kg. for 10 MT product in weight will be allowed by AMULFED DAIRY. For more capacity trucks, a variation on a pro-rata basis shall be considered. (i.e. for 15 MT - 45 kgs, for 20 MT - 60 kg etc.) Beyond this variation, the proportionate deduction will be made for the shortfall quantity.
54. Bidder 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 transported in vehicle and such activity of bidder affect operation of AmulFed Dairy. If such incidence will be reported, then penalty + applicable GST will be levied on Bidder 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.

Bidder's Sign & Name

Company Seal

Name of Bidder

Date:

ANNEXURE - II - Rate Form

Date:

- Vendor Name -

Transportation Charge for Net Weight from destination	Approx Distance from AFD (In Km) - Single Side	Bulk Packs - 20 Kg Bulk, 15 Kg Bulk, 500 Gms CP (15 Kg Pack- Net weight), 500 Gms IP (15 Kg Pack- Net weight), 100 Gms CP (15 Kg Pack- Net weight)		
		Unit Rate (Rs/MT)	% GST (IF applicable)	Total Amount (Rs)
Anand	75			
Oad, Pirana, Ahmedabad	50			
Changa, Petlad	75			
Sargasan	15			
Adalaj	12			
Bidaj, Gobljaj	50			
Gavada, Vijapur	57			
Naroda	15			
Ghumasan/Mandali/Gojariya/Mehsana	50			

***Note:**

AmulFed Dairy may hire cold stores at other locations and provide transportation rate based on pro-rata of distance in kilometres which is binding to bidder and bidder is bound to provide vehicles for those destinations also. However, it will be within 75 - 80 kilometres of range.

Bidder's Sign & Name

Name of Bidder

Company Seal