

**Inviting Bids from eligible DCS/ Individuals for Milk Handling /Storage services  
on a Franchisee basis**

**Terms of Reference (TOR)**



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**Terms of Reference (TOR)**

The West Assam Milk Producers' Cooperative Union Limited (WAMUL) is pleased to invite eligible Dairy Cooperative Societies (DCS) or Individuals for milk handling/storage services on a franchisee basis of 3KL Bulk Milk Cooling Centre (BMC) at the location as cited below:

S. No.	Location	District	BMC Capacity
1	Jhargaon	Morigaon	3 KL

**Schedule of bidding:**

The bidding shall be done on the basis of two envelopes (technical and financial envelopes), single stage tendering process and shall be having the following timelines:

Sl. No.	Particulars	Date	Time
1.	Commencement of bid publishing	10/09/2024	
2.	Last date of submission of technical and financial bids (to be submitted in two separate envelopes)	25/09/2024	12.00 hrs.
3.	Date of technical bid opening	25/09/2024	12.30 hrs.

**The eligibility criteria for prospective bidders are as follows:****A. For DCSs:**

1. The DCS must be affiliated to WAMUL.
2. The DCS must have an average pouring of 800 Litres Per Day in the last financial year i.e. 2023-2024.
3. The DCS should own/lease a superstructure building of minimum 900 sq. feet (30' x 30') for the installation of the Bulk Milk Cooler(s). **(Supporting documents:** self attested photocopy of building ownership document/ self attested photocopy of lease agreement in case of building being taken under lease).



Alternatively, Interested DCS having suitable land and ready to create/construct necessary building within 2 months, to house the BMC as mentioned above may also apply. **(Supporting documents:** self attested photocopy of land ownership document/ self attested photocopy of lease agreement in case of land being taken under lease).

4. The said land/premises should be suitable for installation and operation of a BMC centre in terms of availability of basic facilities like, three phase electrical connectivity, clean water, waste water disposal, proper approach road including Hard Park for parking of vehicles to BMC Dock with a size of atleast length 25 feet and 20 feet breadth respectively. **(Supporting documents:** Map/Drawing/Sketch showing layout and location of proposed site with road, nearest electrical connectivity-3 phase, nullah or any other landmarks).
5. The DCS should have capacity to invest working capital of at least Rs.3 lakhs of its own at any given point of time. **(Supporting documents:** The bidder should furnish Income Tax Return details along with audited balance sheet, Profit & Loss Statement, Income & Expenditure Statement of any latest available financial year (FY 2022-23 or 2023-24) showing required working capital or bidder should submit a security deposit of Rs 3,00,000/- (Rupees Three lakhs only) in the form of demand draft in favour of **“West Assam Milk Producers Co-operative Union Ltd”** payable at Guwahati. If the bidder is selected/eligible for the franchise agreement, the deposit will be refunded by deducting the Performance Bank Guarantee (PBG) amount i.e. Rs.1,20,000/- (Rupees One Lakh Twenty Thousand only) and for rejected bidder, the entire deposit of Rs 3,00,000/- (Rupees Three lakh) will be refunded within 3 months from the date of issue of demand draft.
6. The DCS should declare the name and details of the key person who shall be responsible for operations of the BMC. Such person should be in the regular employment of the eligible DCS for a period of at least last one year and should be a graduate residing in 10KM vicinity of the proposed BMC centre. **(Supporting documents:** self attested photocopies of proof of employment/ engagement/ salary payments and self attested photocopies of graduation mark



sheets and pass certificate for such person who will be operating the BMC centre on behalf of the franchisee (DCS) along with self attested photocopies of proof of his/ her name and address (Aadhaar card, bank passbook, electricity bill, LPG consumer card, voter ID card, Driving License etc.).Submission of a declaration by the bidder (DCS) stating that the key person responsible for operating the BMC centre dwells/ resides within a radius of preferably not more than 10 Kms from his/ her place of work along with address proof of the said person

7. The DCS operations and BMC operations shall be maintained independently. **(Supporting Documents:** submission of a declaration by the DCS stating the same.)

#### **B. For Individuals:**

1. The bidder should own/lease a superstructure building of approx. 900 sq. feet (30' x 30') for the installation of the Bulk Milk Cooler(s). **(Supporting documents:** self attested photocopy of building ownership document/ self attested photocopy of lease agreement in case of building being taken under lease).
2. Interested bidder having suitable land and ready to create/construct necessary building within 2 months, to house the BMC as mentioned above may also apply. **(Supporting documents:** self attested photocopy of land ownership document/ self attested photocopy of lease agreement in case of land being taken under lease).
3. The said land/premises should be suitable for installation and operation of a BMC centre in terms of availability of basic facilities like, three phase electrical power, water, and approach road with parking space and waste water disposal, including Hard Park for parking of vehicle to BMC Dock with a size of atleast length 25 feet and 20 feet breadth respectively. **(Supporting documents:** Map/Drawing/Sketch showing layout and location of proposed site with road, nearest electrical connectivity-3 phase, nullah or any other landmarks).
4. The bidder should have at least one (01) year of business or trading experience in terms of operating rural godowns (preferably cold chain warehouses), or



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providing logistics service of dairy products or other perishable goods, or C&F for FMCG goods, or business experience in livestock products, or other perishables or agriculture products, or handling milk business. **(Supporting documents:** self attested photocopies of firm registration certificate or trade license or proprietary document (in case property is owned) or lease agreement for running rural godowns/ cold chain warehouses or experience of working in godowns which shows parties relevant experience) or any other experience which comply the eligibility of bidder.

**Note:** The documents provided by the bidder relating to experience will be scrutinised thoroughly and the bidder may require to furnish additional or supporting documents as and when requested for during evaluation of tender.

5. The bidder should have working capital of at least Rs.3 lakhs of his/her own at any given point of time. **(Supporting documents:** The bidder should furnish Income Tax Return details along with audited balance sheet, Profit & Loss Statement, Income & Expenditure Statement of any latest available financial year (FY 2022-23 or 2023-24) showing required working capital or bidder should submit a security deposit of Rs 3,00,000/- (Rupees Three lakhs only) in the form of demand draft in favour of **“West Assam Milk Producers Co-operative Union Ltd”** payable at Guwahati. If the bidder is selected/eligible for the franchise agreement, his/her deposit will be refunded by deducting the Performance Bank Guarantee (PBG) amount i.e. Rs.1,20,000/- (Rupees One Lakh Twenty Thousand only) and for rejected bidder, the entire deposit of Rs 3,00,000/- (Rupees Three lakh) will be refunded within 3 months from the date of issue of demand draft.
6. The bidder should declare the name and details of the key person who shall be responsible for operations of the BMC. Such person should be either a partner or in the regular employment of the eligible bidder for a period of at least last one year. **(Supporting documents:** self attested photocopies of proof of employment/ engagement/ salary payments for such person who will be operating the BMC centre on behalf of the franchisee (bidder) along with self attested photocopies of proof of his/ her name and address (Aadhaar card,



bank passbook, electricity bill, LPG consumer card, voter ID card, Driving License etc.).

7. The key person responsible for operational work of BMC should be a Graduate. **(Supporting documents:** self attested photocopies of graduation mark sheets and pass certificate.)
8. The key person responsible for operational work of BMC should be within vicinity, reside within a radius of preferably not more than 10 Kms from the BMC centre. **(Supporting documents:** submission of a declaration by the bidder stating that the key person responsible for operating the BMC centre dwells/ resides within a radius of preferably not more than 10 Kms from his/ her place of work along with address proof of the said person).
9. The Bidder must carefully go through the terms & conditions mentioned in the Terms of Reference (TOR) and submit the self attested photocopies of the same in the technical bid along with other relevant documents.

**Other terms and conditions for prospective bidders:**

The franchisee of operating BMC centre(s) shall also be governed by the following points:

- a. The bidder or the key person deployed by the bidder should neither have any conflict of interest nor have any stake with other operational activities of WAMUL. In case conflict arises, the assessment and decision of the competent authority of WAMUL shall be considered final. **(Supporting documents:** submission of a declaration by the bidder stating that either the bidder or the key person deployed by the bidder, responsible for operating the BMC centre, does not have any conflict of interest or stake with other operational activities of WAMUL).
- b. The bidder shall be billing only the operations and maintenance charges as per the payment structure prescribed in **Annex-II** and shall not lay claim to any other income from WAMUL.
- c. The bidder should be hiring manpower to operate the BMC centre and should be bearing their salaries/- remunerations/ commissions.



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- d. The key person responsible for operational works of BMC should having basic working knowledge of MS Office. (**Required Documents:** A diploma in basic computer application of atleast 6 months must be provided).
- e. The key person, appointed by the franchisee (bidder), responsible for operational works of BMC should have working knowledge of refrigeration/electrical equipment, DG set and other related equipment maintenance etc.
- f. The bidder including his family members should not be involved in collecting / trading of milk for multiple agencies/ sweet shops during the currency of his/ her franchisee agreement.
- g. The bidder should not have any business of selling milk and milk products like curd, ghee, cream, lassi, paneer etc. or any other milk products except from the one manufactured by WAMUL under its brand "Purabi".
- h. The bidder should not be a logistics operator of milk and milk products for other agencies.
- i. The bidder should not have any affiliation to political parties and shall not be indulged in political canvassing.
- j. The bidder should not have any criminal record/ any criminal case pending against him/ her. If any evidence is found, in the due course of time, of concealing any such records, then the contract will be cancelled on immediate basis and legal actions shall be initiated as per law.
- k. WAMUL will make franchisee agreement of 3 years' duration, incorporating the terms of the accepted offer, with the successful bidder only after successful completion of all necessary building infrastructure & facilities.

**Earnest Money Deposit (EMD):**

**For 3KL BMC:**

The interested bidders have to provide a bid security amounting to Rs. 12,000/- (Rupees Twelve 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. The EMD of the successful/selected bidder will be returned after receiving the Performance Bank Gaurantee amount.

### **Performance Security**

#### **For 3KL BMC:**

The BMC Franchisee, shall deposit a one-time interest free performance security of Rs 1,20,000/- (Rupees One Lakh Twenty Thousand only) in the form of demand draft in favour of "**West Assam Milk Producers Co-operative Union Ltd**" payable at Guwahati for due performance of the agreement, at the time of signing the agreement. The aforesaid security amount shall be refunded to the BMC Franchisee after expiry of the agreement. The Security furnished, shall be retained by the office up to a period of contract obligation period and will be returned within 60 days after fulfilling all the terms and condition of agreement. Security thus furnished by BMC Franchisee to WAMUL shall not earn any interest.

### **Scope of Work/Responsibilities of Franchisee:**

The details of terms & conditions, Scope of work/responsibilities to be followed shall be as per the agreement to be executed between WAMUL and the BMC Franchisee. The agreement is enclosed herewith as **Annexure-I** for ready reference.

### **Payment Terms:**

Payment towards the operational cost as per agreement will be made on monthly basis within 20 days after receipt of bill on the basis of actual milk received by WAMUL from the dispatching BMC centre. (Please refer draft agreement for details)

### **Bid Price:**

- a) All the rates/ prices/costs should be quoted in terms of "**Rs. per litre**" and should be inclusive of costs of manpower, fuel, electricity, maintenance cost of





DG & compressor as per the format prescribed at **Annexure-II**. The GST, if applicable, shall be quoted separately.

- b) The rates/ prices/costs quoted by the bidder shall be fixed for the duration of the contract and shall not be adjusted/ amended on any account except in case of statutory changes as per Government notifications from time to time.
- c) The rates/ prices/costs shall be quoted in INR (Indian Rupee) only.
- d) The bidder should submit only one quotation (technical and financial bids separately in two single envelopes duly sealed and then inserting them into a single large envelope that is also to be duly sealed). The bidder shall abstain from meeting/ contacting other bidders in matters related to this bid.

**Validity of Quotation:**

Quotation shall remain valid for a period of not less than 120 days from the last date of submission of bids.

**Evaluation of Quotations:**

Technical Evaluation: The first cover of the bid i.e. the technical cover will be evaluated as per eligibility criteria & verification of land/ site if required. Technical qualified bidder shall be notified of the date of opening of financial bid.

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

- a) Properly signed and furnished with supporting documents
- b) Conforming to the terms and conditions of the model franchisee agreement as mentioned in detail at **Annexure-I**.
- c) Meeting the criteria of least quoted rate/ price/ cost of operating the BMC centre installed with BMC worth capacities 3000 litres per day as specified in the format of quotation at **Annexure-II**.
- d) The evaluation shall be for the full capacity BMC.

**Selection and Award of contract:**



- a. WAMUL will make a final franchisee agreement of 3 years' duration, incorporating the terms of the accepted offer, with the successful bidder within a period of 45 days of notification/confirmation of award of the contract.
- b. WAMUL will award the contract to the bidder whose quotation has been determined to be substantially responsive, confirms to the eligibility criteria, other terms and conditions and who has quoted the least weighted average rate/ price/ cost of operating the BMC centre installed with BMC worth capacities 3000 litres per day.
- c. Notwithstanding the above, WAMUL reserves the right to accept or reject any bid and cancel the bidding process at any time prior to the award of contract.
- d. The bidder whose bid is accepted and is found to be the lowest shall be awarded with an offer letter to mobilize their resources and initiate for construction of BMC building.

**Cancellation and Rejection of Contract:**

- a. Once WAMUL conveys acceptance of the offer and awards the contract, the building and facilities should be completed within stipulated time. WAMUL shall monitor the progress regularly and the contract may be cancelled in case of poor progress.
- b. In case the building/facility is not ready/made available within the stipulated period, the offer/contact shall stand withdrawn/cancelled unless agreed in writing by WAMUL.

**Legal Dispute/issues:**

For any dispute/legal issues, the jurisdiction will be at Guwahati only.

**Proposed BMC diagram is attached as Annexure-III**

**Declaration attached as Annexure-IV (mandatory)**

All the eligible and interested DCS or Individuals should submit the bids {technical bid along with all the required supporting documents, Request for Expression of Interest (REOI) expressing their interest, Terms of Reference (TOR) and the financial bid in the designated format mentioned in Annexure-II} in two (02) separately sealed envelopes



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and then insert them in a single large envelope duly sealed and shall address to **Managing Director, WAMUL, R.K. Jyoti Prasad Agarwala Road, 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:

1. Name of the bidder (name of the individual or the name of DCS) :
2. Name of the key person responsible for operating the BMC centre, if other than the bidder :
3. Communication address :
4. Contact nos./ Mobile nos. :
5. E-mail ID :

**Sd/-  
Managing Director, WAMUL**



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**--Draft--**

**Annexure- I: (MODEL AGREEMENT WITH BMC FRANCHISEE)**

**THIS AGREEMENT** is made at Guwahati on the ....., between The West Assam Milk Producers' Co-operative Union Ltd (Purabi Dairy), a Co-operative Union duly incorporated under Assam Co-operative Societies Act, 1949 having its registered office at 'Purabi Dairy' Juripar, Guwahati-781037 Assam (Hereinafter referred to as "**WAMUL**") which expression shall unless repugnant to the context or meaning thereof include the successors in interest and assigns of the Co-operative Union) of the First Party through its Authorized Signatory, ....., **Managing Director WAMUL.**

**AND**

**Mr.** ..... presently resident of Village: ....., PO: ....., Block: ....., PS: ....., District: ....., Assam- ....., and permanent resident of Village: ....., PO: ....., Block: ....., PS: ....., District: ....., Assam- .....(Hereinafter referred to as "**BMC Franchisee**") which expression shall unless repugnant to the context or meaning thereof include the successors in interest, representative and legal heirs of the franchisee) of the Second Party.

**A. WHEREAS** the cooperative Union **WAMUL** is engaged in the business of procuring, processing and selling of Milk & Milk products along with many other products throughout the state of Assam. To give more benefit to the milk producers, the cooperative Union has decided to purchase the raw milk directly from the milk producers and process the purchased milk at its own Bulk Milk Coolers (Herein after referred as BMC) installed with a capacity to handle ..... (..... Thousand) litres of milk every day at the location of ..... and handover the BMC to the BMC Franchisee.

**B. WHEREAS** Mr. .... son of ..... resident of Village: ....., PO: ....., Block: ....., PS: ....., District: ....., Assam- ..... has agreed to work as the franchisee for WAMUL and also agreed to handle the operation and maintenance of Bulk Milk Coolers, Automatic Milk Collection Units and Diesel



Generator Sets at **Bulk Milk Cooling (BMC) Centre**, ..... in Village:  
....., PO: ....., Block: ....., PS: .....,  
District: ....., Assam- ..... in order to chill milk at 4 degree  
centigrade and handover the milk to the representative/transporter designated  
by WAMUL.

**BOTH PARTIES HAVE AGREED ON THE FOLLOWING TERMS & CONDITIONS**

**1. DEFINITIONS**

- 1.1 **“Agreement”** shall mean this particular agreement executed between the parties.
- 1.2 **“Term of agreement”** shall mean the period during which this agreement will remain in force.
- 1.3 **“BMC”** shall mean and include the Bulk Milk Cooling Centre when referred singly and BMCs when referred collectively.

**2. TERM OF AGREEMENT**

- 2.1 This agreement shall be valid for a period of ..... Years commencing from ..... to .....
- 2.2 This agreement will automatically stand cancelled on ..... if not terminated by either party or if not extended further. The terms of the agreement will be reviewed after completion of each year of the contract duration and changes, if any, shall be brought in with mutual consent of both the parties in near future.
- 2.3 This agreement may be extended for another term on mutual consent of both parties.

**3. PRINCIPAL TO PRINCIPAL AGREEMENT**

- 3.1. This agreement has been entered into on a principal to principal basis and nothing contained in this agreement shall be deemed to neither constitute a



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joint venture, partnership or agency relationship between WAMUL and the BMC Franchisee nor authorised either party to make a representation or incur any liability on behalf of the other party.

- 3.2. The benefit of this agreement shall accrue upon only to BMC Franchisee and is not transferable to any other individual or agency or party.

#### 4. **MODIFICATION & AMENDMENT OF AGREEMENT**

4.1 No modification and amendment of the terms and conditions of this agreement shall be valid or binding unless made in writing and duly executed by the parties.

4.2 Any of the clauses stated in the agreement can be modified and/ or amended with prior mutual consent of the parties in writing.

4.3 Any such amended clause shall have binding upon the parties during the initial or extended period of this agreement only.

#### 5. **Performance Security**

5.1 The BMC Franchisee, has deposited a one-time interest free performance security of Rs. .... only (.....) in the form of demand draft in favour of "**West Assam Milk Producers Co-operative Union Ltd**" payable at Guwahati for due performance of the agreement (Rs. .... of Demand Draft ..... dated ..... in favour of "**West Assam Milk Producers Co-operative Union Ltd**" payable at Guwahati. The aforesaid security amount shall be refunded to the BMC Franchisee after expiry of the agreement. The Security furnished, shall be retained by the office up to a period of contract obligation period and will be returned within 60 days after fulfilling all the terms and condition of agreement. Security thus furnished by BMC Franchisee to WAMUL shall not earn any interest.

5.2 During the course of milk collection operations at BMC, if there is any loss or damage to WAMUL's assets/milk then loss shall be recovered from the bill(s)



payable to the BMC Franchisee and in failure thereof shall be deducted from the performance security deposits.

**6. SCOPE OF WORK/RESPONSIBILITIES OF FRANCHISEE**

- 6.1 The franchisee shall operate and maintain the Bulk Milk Cooler (BMC) having Serial No. ...., Make: ....., located at Village: ....., PO: ....., Block: ....., PS: ....., District: ....., Assam- ..... wherein they shall be owning/leasing the super structure building of minimum 900 sq. feet (30' x 30') as per the drawing shown in Annexure-III (BMC building and premises) while WAMUL shall be owning the BMC along with necessary machinery, milk collection and testing equipment, furniture, electronic goods and other consumable items provided or to be provided exclusively for the purpose of storing and chilling of raw milk received or to be received from its associated milk producers only. The inside wall area of the building should be furnished with tiles upto a height of 4-5 ft as per requirement.
- 6.2 The following works/facilities are to be done by the BMC Franchisee at the BMC Centre:
- i) Bore well, ii) 3-phase electric supply, iii) Plumbing works & electric wiring including fittings & fixtures, iv) Toilet, v) Water drainage
- 6.3 The BMC building should ready with all facilities within two months after the date of signing of the agreement.
- 6.4 The BMC Franchisee knows and agrees that WAMUL has right to enter into the said BMC building and premises for taking possession of its capital items allocated therein at any given point in time without assigning any reason.
- 6.5 The BMC Franchisee shall not use the BMC for any other purpose except as provided in this agreement and shall not indulge himself or allow his employees in any illegal, unlawful, or immoral activities at the BMC.



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- 6.6 The BMC Franchisee party does not get any right, title, or ownership and interest over the BMC and its machines and equipment installed, fitted and provided by WAMUL for running its milk collection operations through the BMC and its equipment.
- 6.7 It is made clear that the BMC Franchisee party has understood and agreed that the right, title, ownership, possession and control of the BMC shall always vest with WAMUL during the entire term of this agreement or thereafter.
- 6.8 The BMC Franchisee shall not keep items and or articles except provided or to be provided by the WAMUL for running its milk collection operations. The BMC Franchisee shall not receive milk and dairy products sources other than supplied or arranged by WAMUL. The BMC Franchisee shall keep and maintain the record of all the items or the articles received by it from WAMUL and shall produce that to WAMUL as and when demanded.
- 6.9 The BMC Franchisee shall take proper care of machinery, equipment and other accessories. In case of any defect or damage or loss in any manner, the same shall be brought to the notice of WAMUL immediately on telephone and inform the same in writing within 12 hours of its initial reporting.
- 6.10 The BMC Franchisee shall do the routine maintenance at their own cost (a justified value of upto approx. Rs. 5000/- per month) to upkeep the BMC equipment by undertaking maintenance contracts with agencies/ parties as recommended by WAMUL. In case of any loss to the machinery, equipment and furniture due to carelessness and negligence of BMC Franchisee, the cost of such damage or losses will be recovered from the BMC Franchisee. However, if the BMC require any major replacement of equipment or parts damaged due to its regular operations then the cost of such replacements will be borne by WAMUL.
- 6.11 The BMC Franchisee shall ensure that the B check servicing of the DG set is done regularly by the authorised service provided of the DG manufacturer. The franchisee should submit the photocopy of the service report to WAMUL regularly, without fail.



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- 6.12 The BMC Franchisee should use recommended engine oil & HSD diesel from the authorised refilling stations of IOCL/HPCL/NRL/BPCL. If the DG set ceases due to adulterated engine oil or fuel or due to the absence of engine oil or coolant, the BMC Franchisee will be held responsible and will be penalised as per the cost incurred in bringing the DG set back in order.
- 6.13 In case there is difficulty in weighing of the exact quantity of milk due to any defect or anomaly, the same shall be immediately reported to WAMUL first telephonically and then in writing by the BMC Franchisee.
- 6.14 The BMC Franchisee shall maintain proper record for the milk and other items received, dispatched and balance thereof as per the format prescribed or to be prescribed by WAMUL from time to time.
- 6.15 The BMC Franchisee shall store the milk at 4 degrees centigrade. In the event of failure of refrigeration system or prolong power failure, the milk will be shifted to the liquid milk processing plant, located at Guwahati, through insulated milk tankers or his own arrangement immediately to avoid spoilage of milk. In such a case the expenses of shifting milk to the aforesaid processing plant shall be borne by WAMUL only.
- 6.16 The BMC Franchisee shall maintain records and provide receipt, with designated signatures, for receiving the daily quantity and quality of milk being poured at its BMC. The acceptance of the quantity and quality of milk by WAMUL shall be subjected to the following parameters:

S. No.	Parameters	Unit	Remarks
1	Daily milk volume to be received	'000 litres per day	
2	MBRT to be maintained	Minutes	
3	SPC to be maintained	cfu/ml	
4	Clot on boiling (+ve or -ve)		
5	Acidity Test		

WAMUL, after accepting and acknowledging receipt of milk based on the above parameters shall arrange for despatching the milk to its processing plant located at Guwahati.



- 6.17 WAMUL shall have the right to inspect and collect sample of milk for checking the quality and quantity. The BMC Franchisee is free to get the sample of milk and get tested free of cost from WAMUL. In the event of any variation found in the quality and quantity, WAMUL will take the appropriate action under the provisions of law. The BMC Franchisee under any circumstances shall not refuse WAMUL staff from taking sample of milk.
- 6.18 The BMC Franchisee shall be wholly responsible for any variation in the quality and quantity of milk dispatched from the BMC as per provisions of FSSAI. WAMUL will inform the necessary formalities under FSSAI.
- 6.19 BMC Franchisee shall be responsible for locking & sealing the BMC tanks from top & bottom using the numbered seals provided by WAMUL. The BMC Franchisee operator shall mention the seal no. on the issued Challan and certify the same as well. Upon receiving the tanker at the LMP, the seal number shall be verified by the LMP Quality Executive and the milk thus received shall be duly tested for the quantity and quality. In this case, BMC Franchisee shall be held responsible for variation in milk quality received at the LMP Dock of WAMUL as against the milk despatched from the BMC Centre.
- 6.20 The BMC Franchisee has been made clear that the milk stored at BMC is not meant for sale therefore the BMC Franchisee shall not be authorised or entitled to sale the milk to the public or anybody else for and on behalf of WAMUL or otherwise. The BMC Franchisee shall clearly mention on the wall of the BMC Centre that "Mixed Milk - Not for Sale".
- 6.21 The BMC Franchisee shall show utmost courtesy to the milk producers at all times. The BMC Franchisee shall not refuse to give the suggestion book to the milk producers. Any action of misbehaviour on behalf of the BMC Franchisee with the producers or with the officials of WAMUL shall be viewed very seriously. The BMC Franchisee shall be polite and courteous while running the BMC centre. The BMC Franchisee shall not refuse to accept or acknowledge communication addressed and sent by WAMUL and shall be loyally and



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faithfully obey the orders and instructions of WAMUL communicated from time to time.

- 6.22 The BMC Franchisee shall open and close the bulk milk cooling centre at the timings prescribed by WAMUL from time to time. The BMC Franchisee shall make himself available during the period of business hours of the BMC centre and attend the producers in polite and courteous manner.
- 6.23 The BMC Franchisee shall keep the BMC centre neat & clean, hygienic and make his utmost efforts to promote, expand and receive the maximum quantity of the milk as per quality norms of WAMUL.
- 6.24 The BMC Franchisee shall ensure that the milk received by him is free from adulterants and foreign matters. The BMC Franchisee shall also display the rate chart and other display materials in proper manner at the BMC centre.
- 6.25 That the BMC Franchisee shall not divulge, disclose, leak any information in relation to the cooperative Union's secrets, knowhow and procurement techniques including sale etc.
- 6.26 The BMC Franchisee shall not further pass on any information in writing or otherwise or by way of documents in this regards to anybody whosoever. The BMC Franchisee shall not allow any outsider to take photographs and/ or video coverage of the BMC in any manner whatsoever. In the event of any information coming to the knowledge of the in regards to photography and or video coverage, the same shall be immediately reported to WAMUL.

## **7. EMPLOYEES OF FRANCHISEE**

- 7.1 The franchisee shall be solely and wholly responsible for the employment of its workers and for discharging all obligations to or in connection with such employees for payment of wages, salaries and providing all amenities and benefits that may be required according to the law for the time being and from time in force and applicable to its establishment and/or for the workers employed in connection with this agreement. There will be no employer-employee relationship between WAMUL and BMC Franchisee.



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7.2 That any statutory liability arising out of employment, non-employment (including accidents) and non-payment of statutory benefits to its workers will be borne by the BMC franchisee.

**8. PAYMENT TO THE FRANCHISEE**

8.1 Storage / Service Charge to be paid (Rs / litre of Milk Handled / Stored) to BMC Franchisee shall be as per the slab as mentioned below:

**For 3KL (BMC)**

Sl. No.	Volume of Milk Handled / Stored at BMC Centre .....,	Storage / Service Charge to be paid (Rs / litre of Milk Handled / Stored) to BMC Franchisee on Volume incremental slab rate basis
1.	Upto 1500 ltrs / day	Rs. _____ / ltr
2.	Above 1500 to 2500 ltrs / day	Rs. _____ / ltr
3.	Above 2500 ltrs / day	Rs. _____ / ltr

The amount towards BMC Franchisee Storage / Service Charge to be paid (Rs / litre of Milk Handled / Stored) to BMC Franchisee shall include rent of BMC Building, manpower cost, diesel and electricity cost, cost of undertaking routine repair & maintenance contracts for BMC equipment, cost of consumable items for cleaning & hygiene maintenance of the BMC Centre, cost of stationery items, cost of water supply, Mobile expenses, Internet dongle expenses and cost of miscellaneous items excluding lab/testing equipment, daily BMC/Can cleaning agent etc..

WAMUL shall reserve the rights to verify and inspect the documents and records as and when deemed necessary.

**9. LICENSES AND FSSAI NOMINATIONS**

9.1 WAMUL shall arrange the FSSAI certificate for BMC Centre ..... located at Village: ....., PO: ....., Block: ....., PS: ....., District: ....., Assam- .....

9.2 The BMC Franchisee shall ensure that the clearly readable copies of FSSAI Certificate and FSSAI nomination are available all the times at BMC.



- 9.3 The BMC Franchisee shall ensure that the renewal of the FSSAI licence is applied timely and the BMC is having a valid FSSAI certificate all the times.
- 9.4 The BMC Franchisee shall not reply to the notice or any letter received from the office of FSSAI. All such letters and notices will be sent to WAMUL through concerned officials.
- 9.5 All such letters and notices will be replied only with consultation with concerned department of WAMUL through concerned officials.

**10. SAMPLING OF MILK FROM BMC**

- 10.1 In case of any sampling of milk by Food Inspector from the BMC, the BMC Franchisee will inform the Food Inspector that the milk stored at BMC is not meant for sale there. If the Food Inspector insists on drawing samples from the BMC, the BMC Franchisee shall allow him to take the sample but the sample shall be given against Form VI only.
- 10.2 The BMC Franchisee should clearly mention in the Form VI, issued by the Food Inspector that **“the milk is not for sale, to be processed further by Purabi Dairy”**. The BMC Franchisee shall not issue any cash memo or receipt of money towards the cost of sampled milk and shall not receive any payment thereof.
- 10.3 The BMC Franchisee must read the document carefully before signing any such document. The BMC Franchisee or his employees will not sign any blank paper from whosoever at any circumstances.
- 10.4 The BMC Franchisee shall intimate the each and every sampling to the concerned department of WAMUL on the same day or latest by next working day through concerned official along with copy of Form VI.
- 10.5 The BMC Franchisee shall be polite but strong while dealing with government officials visiting the BMC for inspection or taking sample of milk.

**11. FORCE MAJEURE**



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- 11.1 The failure or delay of any party to perform any obligations under this agreement solely by reason of act of God, acts of government (except as otherwise enumerated herein), riots, wars, strikes, lockouts, accidents in transportation or other causes beyond its control (collectively refer).
- 11.2 Control (collectively referred to as the "**FORCE MAJEURE**") shall not be deemed to be a breach of this agreement, provided, that the party so prevented from performance of its obligations herein, shall not have caused such Force Majeure.
- 11.3 The party so prevented shall have used reasonable diligence to avoid such Force Majeure or ameliorate its effects, and shall continue to take all actions with its power to comply as fully as possible with the terms and conditions of this agreement.
- 11.4 Except where the nature of the event shall prevent it from doing so, the party suffering such Force Majeure shall notify the other party in writing within seven days after the occurrence of such force Majeure and shall in every instance to the extent reasonable and lawful under the circumstances, use its best efforts to remove or remedy such cause with all reasonable dispatch.
- 11.5 In the event of Force Majeure persists for a consecutive period of more than 3 months, then the other party shall have the option to terminate the agreement without incurring any liability. This shall be applicable only in case of labour strike and lock out circumstances.

## **12. TERMINATION OF AGREEMENT**

- 12.1 Either party may terminate this agreement by giving **THREE MONTHS** notice in writing, without assigning any reason thereof.
- 12.2 If the BMC Franchisee commits breach of any of the terms and conditions of this agreement or in any way acts against the interest of WAMUL or acts in any manner which may adversely affect the business or reputation of WAMUL or commits any acts which is incompatible with the provisions of this agreement, WAMUL shall terminate this agreement forthwith without any notice or



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assigning any reason and may forfeit the security deposited by the BMC franchisee.

- 12.3 If WAMUL is of the view that the BMC Franchisee is not performing well or not discharging his obligations under the agreement without any notice and damages whatsoever.

**13. CONSEQUENCES OF TERMINATION OF AGREEMENT**

- 13.1 Either on the termination of the agreement or on expiry of the terms of the agreement, the BMC Franchisee and or his representative shall hand over the charge and actual & physical possession of BMC, Automatic Milk Collection Units, Diesel Generator set, all equipment, furniture's and fixtures and all other Assets of WAMUL to its authorised representatives.

- 13.2 In case the BMC Franchisee and/ or his representative are not present or intentionally / wilfully remain absent or refuse to hand over the charge, WAMUL shall be entitled to break open the locks and enter into the BMC premises and after preparing inventory of its items shall take over the charge of the Bulk Milk Cooling centre which will be binding on the BMC Franchisee and/or its representatives and legal heirs will have no claim on the items etc. whatsoever under any circumstances.

**14. ARBITRATION**

In the event of any question, dispute, differences arising what so ever between the parties to this Agreement out of, or relating to the interpretation or operation or effect of this Agreement, the same shall be settled amicably by the parties. If the parties are unable to settle such dispute within **30 days** amicably, the same shall be referred to sole arbitrator to be appointed by **WAMUL**. The arbitral proceedings shall be governed under the provisions of The Arbitration and Conciliation Act, 1996 or any amendments thereof from time to time and the Award passed by the Arbitrator shall be final and binding on the parties. The venue of the arbitration shall be at Guwahati and the courts



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at Guwahati shall have exclusive jurisdiction to entertain any disputes arising out of this Agreement. The arbitration proceedings shall be in English.

**15. JURISDICTION**

In case of any dispute arising out of this agreement, the courts situated at Guwahati in the state of Assam shall have the exclusive jurisdiction.

**IN WITNESS WHEREOF the parties hereto have executed these presents the day, the month and the year first above written.**

For **WAMUL**

For **BMC Franchisee**

Shri S.K. Parida

Managing Director, WAMUL

Witness:

1.

2.

Witness:

1.

2.



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**Annexure-II (Rate Quotation Format)**

**Jhargaon BMC**

**Milk Handling / Storage / Service Charge Quote Format (For 3 KL BMC)**

<b>Sl. No.</b>	<b>Volume of Milk Handled / Stored at BMC Centre</b>	<b>Storage / Service Charge to be paid (Rs / litre of Milk Handled / Stored)</b>
1.	Upto 1500 ltrs / day	Rs. _____ / ltr
2.	Above 1500 to 2500 ltrs / day	Rs. _____ / ltr
3.	Above 2500 ltrs / day	Rs. _____ / ltr

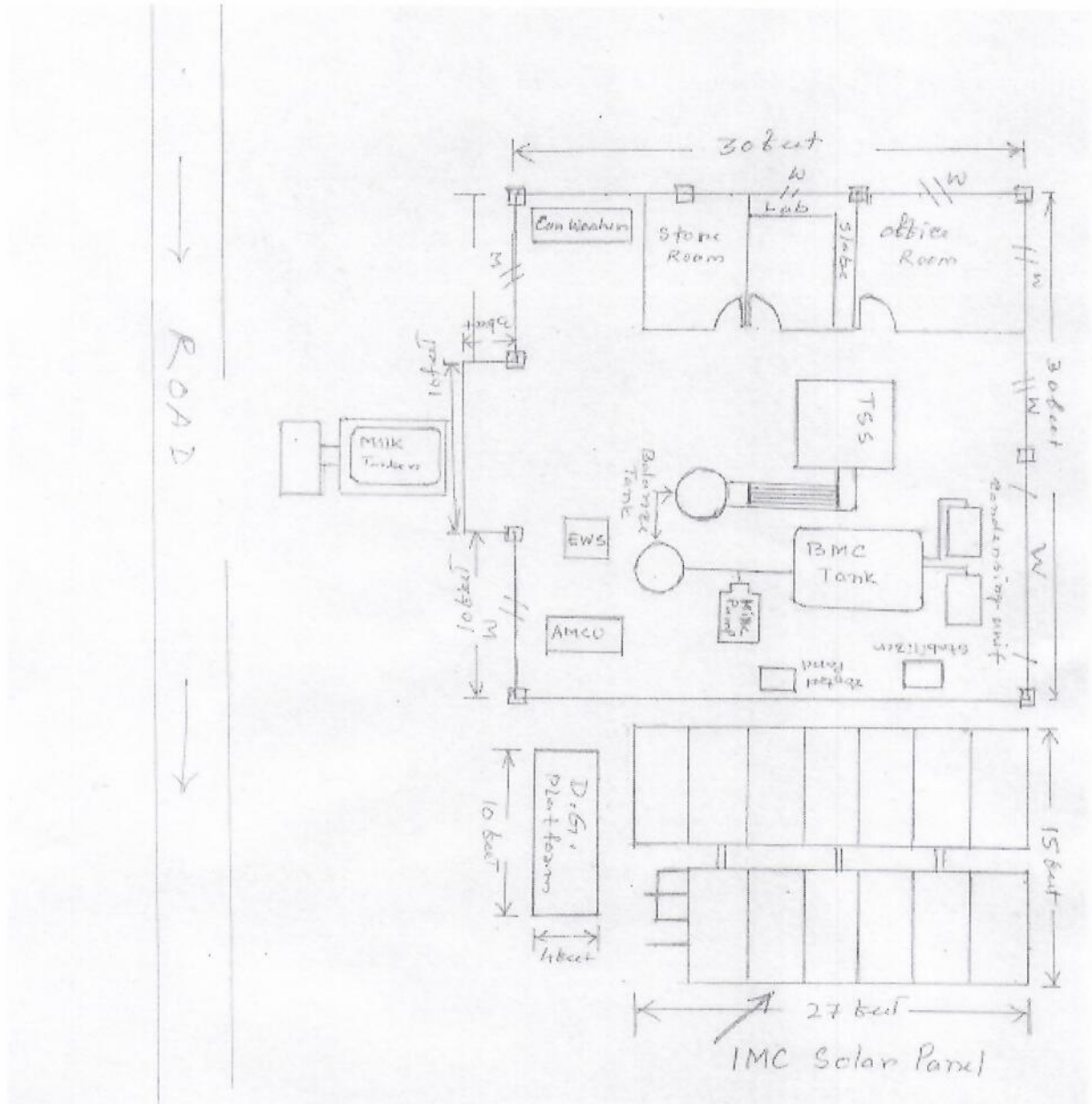
**Note 1:** The amount towards BMC Franchisee Storage / Service Charge to be paid (Rs / litre of Milk Handled / Stored) to BMC Franchisee shall include rent of BMC Building, manpower cost, diesel and electricity cost, cost of undertaking routine repair & maintenance contracts for BMC equipment, cost of consumable items for cleaning & hygiene maintenance of the BMC Centre, cost of stationery items, cost of water supply, Mobile expenses, Internet dongle expenses and cost of miscellaneous items excluding lab/testing equipment, daily BMC/Can cleaning agent etc.

**Note: 2.** Payment will be made on monthly basis at actual milk quality and quantity received at LMP dock of WAMUL from the relevant BMC centre within 20 days after receipt of bill.

**Note 3:** The evaluation will be made on full capacity of BMC.



Annexure-III (Diagram)



*[Handwritten signatures in blue ink]*

**Annexure-IV (DECLARATION)**

- 1. Name of the bidder- .....  
Address- .....  
Ph No- .....  
Identity Proof (Voter Card/Aadhar/Passbook/Passport/ any other relevant docs) (Pls tick)-  
ID Serial No- .....
  
- 2. Name of Spouse- .....  
Address- .....  
Ph No- .....  
Identity Proof (Voter Card/Aadhar/Passbook/Passport/ any other relevant docs) (Pls tick) -  
ID Serial No- .....
  
- 3. Numbers of all/any legal heirs (alive)- .....
  - A.  
Name- .....  
Identity Proof (Voter Card/Aadhar/Passbook/Passport/ any other relevant docs) (Pls tick)-  
ID Serial No- .....
  
  - B.  
Name- .....  
Identity Proof (Voter Card/Aadhar/Passbook/Passport/ any other relevant docs) (Pls tick)-  
ID Serial No- .....
  
  - C.  
Name- .....  
Identity Proof (Voter Card/Aadhar/Passbook/Passport/ any other relevant docs) (Pls tick)-  
ID Serial No- .....
  
  - D.  
Name- .....  
Identity Proof (Voter Card/Aadhar/Passbook/Passport/ any other relevant docs) (Pls tick)-  
ID Serial No- .....



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E.

Name- .....

Identity Proof (Voter Card/Aadhar/Passbook/Passport/ any other relevant docs) (Pls tick)

ID Serial No- .....

F.

Name- .....

Identity Proof (Voter Card/Aadhar/Passbook/Passport/ any other relevant docs) (Pls tick)-

ID Serial No- .....

G.

Name- .....

Identity Proof (Voter Card/Aadhar/Passbook/Passport/ any other relevant docs) (Pls tick)-

ID Serial No- .....

H.

Name- .....

Identity Proof (Voter Card/Aadhar/Passbook/Passport/ any other relevant docs) (Pls tick)-

ID Serial No- .....

I.

Name- .....

Identity Proof (Voter Card/Aadhar/Passbook/Passport/ any other relevant docs) (Pls tick)-

ID Serial No- .....

I hereby declare that the information given above and in the enclosed documents is true to the best of my knowledge and belief and nothing has been concealed therein. I understand that if the information given by me is proved false/not true, I will have to face the punishment as per the law in force in India. Also, all the benefits availed by me shall be summarily withdrawn.

Signature of the Bidder

Place-

Date-

