

CUTTACK MILK UNION

**THE CUTTACK CO-OP. MILK PRODUCERS' UNION LTD.**

MAHANADI VIHAR, NAYABAZAR, CUTTACK - 753 004

Phone : (0671) 2442047, 2440040, Fax : 2442047

E-mail : [cdcmpu@gmail.com](mailto:cdcmpu@gmail.com). Website : [www.cdcmu.com](http://www.cdcmu.com)

**TENDER PAPER FOR**  
**TRANSPORT RATE CONTRACT OF**  
**RAW MILK / CHILLED MILK /**  
**CATTLE FEED, LN<sub>2</sub>**  
**and**  
**POLY PACK MILK & MILK PRODUCTS (Marketing)**

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**Cost of Tender Paper :**

**Rs. 1,180.00**

(Rupees one thousand one hundred eighty only)

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Sale of Tender Documents at Cuttack Milk Union's Head Office Mahanadivihar, Nayabazar, Cuttack-4.	:	<b>From 27.04.2021 to 15.05.2021 (11.00 AM to 4.00 PM)</b>
Last Submission of Tenders at Cuttack Milk Union's Head Office Mahanadivihar, Nayabazar, Cuttack-4	:	<b>By 2.00 PM on 17.05.2021</b>
Opening of Tenders at Cuttack Milk Union's Head Office Mahanadivihar, Nayabazar, Cuttack-4	:	<b>(i) At 11.00A.M. on 18.05.2021 For <u>CATTLE FEED, LN<sub>2</sub> and POLY PACK MILK &amp; MILK PRODUCTS (Marketing)</u> Transportation.</b>
		<b>(ii) At 11.00 A.M. on 19.05.2021 For <u>RAW &amp; CHILLED MILK</u> Transportation</b>



**THE CUTTACK COOPERATIVE MILK  
PRODUCERS UNION LTD.**

Mahanadi Vihar, Nayabazar, Cuttack- 753004

Phone : 0671- 2440040, 2442047

Email : cdcmpu@gmail.com, Website : www.cdcmu.com

**NOTICE INVITING TENDER**

Cuttack Milk Union invites sealed tender for transportation of **RAW MILK, CHILLED MILK, CATTLE FEED, LN2 & MILK & MILK PRODUCTS (MARKETING)** at its different Units for a period from **1st June,2021 to 31st March,2023**. The detailed tender document is available at above office address on payment of Rs.1,180.00 (non-refundable) on working days **from 11.00am to 4.00pm Dtd.27.04.2021 to 15.05.2021 &** due to COVID-19, tender documents also available at our website i.e. [www.cdcmu.com](http://www.cdcmu.com) which may be downloaded and Tender Application Form may be submitted with requisite tender paper cost i.e Rs.1180.00 (non-refundable). The last date for submission of tender paper is **2.00pm. Dtd.17.05.2021.**

General Manager of Cuttack Cooperative Milk Union reserves the right to accept or reject the tender either wholly or partly without assigning any reason thereof.

*Sd/-*  
GENERAL MANAGER

# THE CUTTACK CO-OPERATIVE MILK PRODUCERS' UNION LTD.

MAHANADI VIHAR, NAYABAZAR, CUTTACK - 753 004

Phone : (0671) 2442047, 2440040, Fax : 2442047

## A. DETAILS OF TENDER NOTICE FOR TRANSPORTATION OF RAW & CHILLED MILK

SEALED tenders are invited from bonafide, reliable, experienced and resourceful transport contractors, vehicle owners, transport companies agencies to execute the work stated below for a period from **1st June 2021 to 31st March,2023**.

Transportation of raw milk & Chilled Milk from different village level societies/headload points in different milk routes to Tirtol Unit, Balikuda Unit, Jaysol & Kantuar Unit of Jagatsinghpur district, Adaspur Unit, Mahanga Unit, Athagarh Unit & Banki Unit of Cuttack district & Kendrapara Unit of Kendrapara district.

NAME OF WORK & ROUTE	Total Kms per day*	No.of Shifts	Type of Vehicle
<b><u>BALIKUDA UNIT, AMBASAL (Transportation of RAW MILK)</u></b>			
01 BMCC - RAHAN -----	54 -----	TWO -----	TATA ACE
02 BMCC - TANDIKULA -----	102 -----	TWO -----	TATA ACE
03 BMCC - CHHATIANA -----	88 -----	TWO -----	TATA ACE
<b><u>ADASPUR UNIT, ADASPUR (Transportation of RAW MILK)</u></b>			
01. AMCC - K.B.SAILO -----	65 -----	TWO -----	DD AUTO
02. AMCC - 42 MOUZA -----	140 -----	TWO -----	TATA ACE
03. AMCC - BISIPADA -----	130 -----	TWO -----	DD AUTO
04. AMCC - SAINDHA -----	162 -----	TWO -----	TATA ACE
05. AMCC - USHADEVI -----	152 -----	TWO -----	TATA ACE
06. MAA JAGULAI BMC - DCS -----	120 -----	TWO -----	DD AUTO
07. AMCC - BAHARANA -----	128 -----	TWO -----	Mahindra Pickup
08. AMCC - KASARDA I -----	90 -----	TWO -----	Mahindra Pickup
<b><u>MAHANGA UNIT, MAHANGA (Transportation of RAW MILK)</u></b>			
01. MAHANGA - BARABODIA -----	154 -----	TWO -----	DD AUTO
<b><u>ATHAGARH UNIT, ATHAGARH (Transportation of RAW MILK)</u></b>			
01. KHUNTAKATA - PANCHAGAON -----	90 -----	TWO -----	DD AUTO
02. BADABARSINGH - BASELIHATA -----	116 -----	TWO -----	DD AUTO

NAME OF WORK & ROUTE	Total Kms per day*	No.of Shifts	Type of Vehicle
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**KENDRAPARA UNIT, KENDRAPARA (Transportation of RAW MILK)**

01. KMCC - TINIMUNHANI-----	134	TWO	DD AUTO
02. KMCC - INDUPUR -----	152	TWO	DD AUTO
03. KMCC - SUKALA-----	156	TWO	TATA ACE
04. KMCC - NAHALPUR -----	185	TWO	TATA ACE
05. KMCC - RADHIA BADHIA -----	195	TWO	Mahindra Pickup

**KANTUAR UNIT, KANTUAR (Transportation of RAW MILK)**

01. KANTUAR - SADEIPUR-I -----	74	TWO	TATA ACE
02. KANTUAR - SADEIPUR-II -----	70	TWO	DD AUTO
03. KANTUAR - KATHUAKHANDA -----	106	TWO	TATA ACE

**JAYASOL UNIT, JAYSOL (Transportation of RAW MILK)**

01. JAYASOL - BIRIDI -----	80	TWO	Mahindra Pickup
02. JAYASOL - GANDHI CHHAK -----	86	TWO	TATA ACE
03. JAYASOL - SATYAPIRA -----	54	TWO	DD AUTO
04. JAYASOL - SITARAM -----	77	TWO	TATA ACE

**JAYASOL UNIT, JAYSOL (Transportation of CHILLED MILK)**

01. JAYASOL - JHANSIRANI -----	36	TWO	TATA ACE
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Phone : (0671) 2442047, 2440040, Fax : 2442047

## **DETAILS OF TENDER NOTICE FOR TRANSPORTATION OF CATTLE FEED**

- B.** SEALED tenders are invited from bonafide, reliable, experienced and resourceful transport contractors, vehicle owners, transport companies agencies to execute the work stated below for a period from **1st June 2021 to 31st March,2023**.

<b>Name of the UNITS</b>	<b>Average MTs of cattle feed to supply / to cover KM per month</b>	<b>Type of Vehicle</b>
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Transportation of Cattle feed from different Units to the Societies.

1. AT - TIRTOL DAIRY, NUAPADA	To transport 200MTs (Approx.) cattle feed covering about 2000kms in a month.	TATA-407 / TATAACE
2. AT - KENDRAPARA MCC, KENDRAPARA	To transport 200MTs (Approx.) cattle feed covering about 3000kms in a month.	Mahindra Pickup / TATA-407
3. AT - MAHANGA MCC, MAHANGA	To transport 200MTs (Approx.) cattle feed covering about 1000kms in a month.	TATA ACE
4. AT - JAYASOL BMC, JAYASOL	To transport 50MTs (Approx.) cattle feed covering about 1000kms in a month.	Mahindra Pickup
5. AT - BALIKUDA MCC, AMBASALA	To transport 200MTs (Approx.) cattle feed covering about 2000kms in a month.	Mahindra Pickup / TATA-407

**THE CUTTACK CO-OPERATIVE MILK PRODUCERS' UNION LTD.**

**MAHANADI VIHAR, NAYABAZAR, CUTTACK - 753 004**

Phone : (0671) 2442047, 2440040, Fax : 2442047

**DETAILS OF TENDER NOTICE FOR TRANSPORTATION OF LN<sub>2</sub>**

- C.** SEALED tenders are invited from bonafide, reliable, experienced and resourceful transport contractors, vehicle owners, transport companies agencies to execute the work stated below for a period from **1st June 2021 to 31st March,2023.**

Name of the UNIT	Type of vehicle
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**LN<sub>2</sub> TRANSPORTATION**

**01. FOR ALL UNITS**

*(TIRTOL, BALIKUDA, KENDRAPARA,  
MAHANGA, ADASPUR, JAYASOLA,  
KANTUAR, BANKI, ATHAGARH & JAJPUR)*  
(Approx. 254 A.I. Centres) [+ & -]  
Covering 08 - 10 A.I. Centres per day.

MAHINDRA  
PICKUP

} Covering 5500kms  
(Approx.) in a month

# THE CUTTACK CO-OPERATIVE MILK PRODUCERS' UNION LTD.

MAHANADI VIHAR, NAYABAZAR, CUTTACK - 753 004

Phone : (0671) 2442047, 2440040, Fax : 2442047

## DETAILS OF TENDER NOTICE FOR TRANSPORTATION OF POLY PACK MILK & MILK PRODUCTS (MARKETING)

- D. SEALED tenders are invited from bonafide, reliable, experienced and resourceful transport contractors, vehicle owners, transport companies agencies to execute the work stated below for a period from **1st June 2021 to 31st March,2023**.

Name of the Milk Marketing Route(To & Fro)	Total Km. run in a day*	No.of shifts	Type of vehicle
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Transportation of poly pack milk & milk products (Marketing) from Tirtol Dairy, Nuapada to different areas.

1	TIRTOL DAIRY - PARADEEP (Morning)-I	132	ONE	TATA-407 INSULATED
2	TIRTOL DAIRY - PARADEEP (Morning)-II	110	ONE	TATA-407 INSULATED
3	TIRTOL DAIRY - PARADEEP (Evening)-I	132	ONE	TATA-407 INSULATED
4	TIRTOL DAIRY - KENDRAPARA (Morning)-I	152	ONE	TATA-407 INSULATED
5	TIRTOL DAIRY - KENDRAPARA (Morning)-II	168	ONE	PICK-UP INSULATED
6	TIRTOL DAIRY - SITHALA & PAHANGA	96	ONE	DD AUTO INSULATED

\* The above route distance mentioned are subject to actual verification.

- E. The tender documents can be obtained from the office at the above address from **27th April, 2021 to 15th May, 2021 (11.00 AM to 4.00 PM)** during office hours on payment of Non-refundable amount of **Rs.1180.00** (Rupees one thousand one hundred eighty only) in shape of DD / cash towards cost of tender paper. For each milk route (raw & chilled) / transportation of cattle feed, LN<sub>2</sub> & Milk & Milk Products (marketing) transportation, separate tender paper is to be obtained & submitted separately.
- F. The tender papers duly filled in alongwith E.M.D deposit of Rs.15,000.00 (Rupees fifteen thousand only) for TATA-407, Rs.10,000.00 (Rupees ten thousand only) for Mahindra Pick-up, Rs.8,000.00 (Rupees eight thousand only) for TATA ACE and Rs.6,000.00 (Rupees six thousand only) for Diesel Dala Auto for each route separately in shape of cash to be deposited at Unions Head Office, Mahanadivihar, Nayabazar, Cuttack, the money receipt in original in support of EMD deposit need to be attached to the tender papers.
- G. EMD of successful tenders will be adjusted towards Security Deposit, While for unsuccessful bidders, EMD will be refunded within 30 days from the date of opening of the tender on **written application** addressed to General Manager, Cuttack Milk Union, Mahanadi Vihar, PO- Nayabazar, Cuttack-4.
- H. The last date for sale of tender paper is **15th May, 2021 up to 4.00 PM** and last date of receipt of tender paper is **17th May, 2021 by 2.00 PM**.

**Opening date of the tender paper**

Opening of Tenders at  
Cuttack Milk Union's Head Office  
Mahanadivihar, Nayabazar, Cuttack-4

(i) **At 11.00A.M. on 18th May, 2021**  
For **Cattle Feed, LN<sub>2</sub> and  
Milk & Milk Products (Marketing)  
Transportation**

(ii) **At 11.00 A.M. on 19th May, 2021**  
For **Raw & Chilled Milk Transportation**

**OPENING PLACE OF THE TENDER PAPER**

**Cuttack Milk Union's Headoffice, Mahanadi Vihar, Nayabazar, Cuttack-753 004.**

- I. The sealed tender must be superscribed on the top of the envelope "TENDER FOR TRANSPORTATION OF RAW & CHILLED MILK / CATTLE FEED / LN<sub>2</sub> / MILK & MILK PRODUCTS (Marketing) (which ever is applicable) AT..... DAIRY/ MILK CHILLING CENTRE / UNIT for ..... ROUTE and will be received at above office address till the last date and time mentioned above.

*The undersigned reserves the right to reject or accept the tender without assigning any reason thereof.*

Sd/-  
General Manager



**TENDER APPLICATION FOR TRANSPORTATION OF  
RAW MILK / CHILLED MILK**

To,  
The General Manager  
The Cuttack Co-op. Milk Producers' Union Ltd.  
Mahanadivihar, Nayabazar, Cuttack - 753 004.

Sub : Tender for Transport Rate Contract for Period from 01.06.2021 to 31.03.2023  
(**for one milk route only**)

Dear Sir ,

In reference to your tender published in ..... dtd .....  
following rate is quoted by me / us.

Sl. No	Name of Dairy /Chilling Centre / Milk Route	Type of vehicle	No.of shifts	KM run per day	Rate per KM	
					Rs.	in words

01. Cost of Tender Paper deposited vide M.R. No..... dtd.....
02. EMD of Rs. .... deposited vide Money Receipt No. ....Date : .....
03. With variation of diesel price, I/We shall accept the rate fixed by the Union.

I/We, hereby declare that, I/We have gone through in details terms & conditions of the tender documents before filling up our rate and submission of the tender paper. I/We are agreeable to the terms & conditions stipulated by the Union.

**ESSENTIAL DOCUMENTS TO BE SUBMITTED**

1. Money Receipt for Tender Paper purchased in original.
2. EMD Money Receipt in original.
3. Xerox copy of the Income Tax Pan Card
4. General Terms & Conditions, duly signed.

**Full Signature & Date**

Name :.....  
Address :.....  
.....  
Contact No.....

N.B:- *This application is valid for one milk procurement route only. For each route separate tender paper has to be obtained & submitted separately as per conditions of tender.*

**TENDER APPLICATION FOR CATTLE FEED TRANSPORTATION**

To,  
 The General Manager  
 The Cuttack Co-op. Milk Producers' Union Ltd.  
 Mahanadivihar, Nayabazar, Cuttack - 753 004.

Sub : Tender for Transport Rate Contract for Period from 01.06.2021 to 31.03.2023  
 (**for one cattle feed unit only**)

Dear Sir ,

In reference to your tender published in ..... dtd .....  
 following rate is quoted by me / us.

Sl. No	Name of MCC / Bulk Milk Cooler	Rate per MT / KM	
		Rs.	in words

- 01. Cost of Tender Paper deposited vide M.R. No..... dtd.....
- 02. EMD of Rs. .... deposited vide Money Receipt No. ....Date : .....
- 03. With variation of diesel price, I/We shall accept the rate fixed by the Union.

I/We, hereby declare that, I/We have gone through in details terms & conditions of the tender documents before filling up our rate and submission of the tender paper. I/We are agreeable to the terms & conditions stipulated by the Union.

<b>ESSENTIAL DOCUMENTS TO BE SUBMITTED</b>
<ul style="list-style-type: none"> <li>1. Money Receipt for Tender Paper purchased in original.</li> <li>2. EMD Money Receipt in original.</li> <li>3. Xerox copy of the Income Tax Pan Card</li> <li>4. General Terms &amp; Conditions, duly signed.</li> </ul>

**Full Signature & Date**

Name :.....

Address :.....

.....

Contact No.....

N.B:- *This application is valid for one place of cattle feed transportation only. For each area/place separate tender paper has to be obtained & submitted separately as per conditions of tender.*

## **TENDER APPLICATION FOR LN<sub>2</sub> TRANSPORTATION**

To,

The General Manager  
The Cuttack Co-op. Milk Producers' Union Ltd.  
Mahanadivihar, Nayabazar, Cuttack - 753 004.

Sub : Tender for Transport Rate Contract for Period from 01.06.2021 to 31.03.2023  
(**for LN<sub>2</sub> Transportation - all Units**)

Dear Sir ,

In reference to your tender published in ..... dtd .....  
following rate is quoted by me / us.

Sl. No	Name of Dairy / Bulk Milk Cooler	Type of vehicle	Rate per KM	
			Rs.	in words
	<i>TIRTOL, BALIKUDA, KENDRAPARA, MAHANGA, ADASPUR, JAYASOLA, KANTUAR, BANKI, ATHAGARH &amp; JAJPUR</i> (Approx. 254 A.I. Centres) [+ & -] Covering 08 - 10 A.I. Centres per day.			

01. Cost of Tender Paper deposited vide M.R. No..... dtd.....
02. EMD of Rs. .... deposited vide Money Receipt No. ....Date : .....
03. With variation of diesel price, I/We shall accept the rate fixed by the Union.

I/We, hereby declare that, I/We have gone through in details terms & conditions of the tender documents before filling up our rate and submission of the tender paper. I/We are agreeable to the terms & conditions stipulated by the Union.

### **ESSENTIAL DOCUMENTS TO BE SUBMITTED**

1. Money Receipt for Tender Paper purchased in original.
2. EMD Money Receipt in original.
3. Xerox copy of the Income Tax Pan Card
4. General Terms & Conditions, duly signed.

### ***Full Signature & Date***

Name :.....

Address :.....

Contact No.....

N.B:- *This application is valid for one place of cattle feed transportation only. For each area/place separate tender paper has to be obtained & submitted separately as per conditions of tender.*

**TENDER APPLICATION FOR POLY PACK MILK & MILK PRODUCTS**  
**MARKETING ROUTE**

To,

The General Manager  
The Cuttack Co-op. Milk Producers' Union Ltd.  
Mahanadivihar, Nayabazar, Cuttack - 753 004.

Sub : Tender for Transport Rate Contract for the Period from 01.06.2021 to 31.03.2023  
**(for one marketing route only)**

Dear Sir ,

In reference to your tender published in ..... dtd .....  
following rate is quoted by me / us.

Sl. No	Name of Poly Pack Milk Marketing Route	Type of Insulated vehicle	Route Distance (in KM)	Rate Quoted/KM	
				Rs.	in words

01. Cost of Tender Paper deposited vide M.R. No..... dtd.....
02. EMD of Rs. .... deposited vide Money Receipt No. ....Date : .....
03. With variation of diesel price, I/We shall accept the rate fixed by the Union.

I/We, hereby declare that, I/We have gone through in details terms & conditions of the tender documents before filling up our rate and submission of the tender paper. I/We are agreeable to the terms & conditions stipulated by the Union.

**ESSENTIAL DOCUMENTS TO BE SUBMITTED**

1. Money Receipt for Tender Paper purchased in original.
2. EMD Money Receipt in original.
3. Xerox copy of the Income Tax Pan Card
4. General Terms & Conditions, duly signed.

***Full signature & Date***

Name :.....

Address :.....

Contact No.....

N.B:- *This application is valid for one milk marketing route only. For each route separate tender paper has to be obtained & submitted separately as per conditions of tender.*

## **GENERAL TERMS & CONDITIONS OF TENDER**

01. The tender shall be sealed and addressed to the General Manager, The Cuttack Cooperative Milk Producers' Union Ltd. indicating the tender reference and date of the tender. The rate should be filled in the space provided in the application format of tender paper .
02. Any change in the address of the tenderer if necessary, has to be intimated to the General Manager for necessary consideration.
03. Tender paper handed over to the Union duly signed on each page completed in all respect along with E.M.D. and sealed as published in the Tender Notice, becomes the property of the Union and party has no right to ask, to get back the documents furnished therewith.
04. The Earnest money deposited by tenderer shall be adjusted by Union towards security deposit in favour of selected bidder and the same will be refunded on expiry of contract period subject to satisfactory performance of the bidder.
05. The transport shall operate the vehicles with current diesel price at Cuttack per liter which will increase or decrease proportionately on every change of diesel price at Cuttack. Such increase or decrease will be admissible to different capacity of the vehicles with minimum increase or decrease of Rs.2.00 (rupees two only) per liter of diesel price.
06. Any correction / overwriting, if any made in the tender paper must be initialled by him prior to submission.
07. Tenderer not furnishing the full particulars, as mentioned above or as called for or not complying with any conditions set forth is liable for rejection.
08. The transport contractor must not be criminally convicted for moral turpitude. If he is found so, later on, his agreement shall be cancelled without assigning any reason thereof.
09. E.M.D. of un-successful bidder will be refunded to the party within 30 days from the date of finalisation and EMD of successful bidder will be adjusted against the security deposit to be deposited as per terms of agreement prior to execution of agreement.
10. Security deposit will be refunded to the party within 180 days from the date of expiry of the agreement.
11. The Union reserves the right to finalise the contract on negotiation of rate with the tenderer / authorised representative if necessary.

***Signature of Tenderer***

Date :

12. If one has applied to the income tax department for PAN Card failed to show the xerox of pan card with tender paper, xerox copy of the application (IT office format only) shall be considered and the transporter shall produce the xerox copy of pan card before submitting transporting bill to the Union.
13. On finalisation of the tender, the successful bidder must enter into an agreement with the Union on a nonjudicial stamp paper of Rs.40/- (Rupees forty only) in order to give effect to the contract for a period of one year. Each year by reviewing their performance, agreement shall be renewed further.
14. For forfeiture of E.M.D. - The E.M.D. of the contractor shall be forfeited in case the contractor fails to act in conformity with directives of Union upon his selection as successful bidder.
15. The Union shall identify to the Contractor in respect of any expenses arising out of damage sustained to the milk cans and any other things, persons building etc. caused by his man and machine and it shall be recovered from the concerned contractor.
16. A declaration must have to be submitted by the tenderer that he is well equipped with man and machine for carrying out the job.
17. The distance in Km. covering the milk route is subject to decrease or increase as the case may be in case of change of transportation route or in case of difference found on verification.
18. For forfeiture of Security Deposit - The General Manager reserves the right to forfeit the Security Deposit in case the contractor violates the terms and conditions of the agreement or misconduct of the contractor/his representative.
19. The decision of the General Manager of the Union in each and every respect shall be final and binding upon the contractor. The General Manager reserves the right to reject any or all tender papers received at his end without assigning any reason thereof.
20. During the time of selection, the work experience and their performance shall be given importance for consideration or rejection of any bidders.
21. As the transportation work is dealing with valuable items any complain received for theft for any kind of nuisance on the way, strong action shall be taken against the transporter, penalty upto the extent of 50% of the days bill amount or cost of the items whichever is higher shall be deducted from the transport bill. In important case, the transportation agreement shall be cancelled with three days notice only.
22. If the transporter wants to discontinue the transportation work, he is to give minimum one month notice to the Unit Head of the concerned unit & keep continuing his work till alternate arrangement made by Union.

***Signature of Tenderer***

Date :

23. The Union reserves the right to extend the contract for further period or to terminate the contract before contractual period at the discretion of the Union without assigning any reason thereof by seeing the performance of the contractor.
24. The transporter must ply the type of vehicle as decided in the Tender. Under any circumstances, if the transporter provides smaller vehicle than the approved one, the rate of payment shall not be the same as approved rate of tender. It shall be decided by the office taking into account the type of vehicle, approved load, fuel consumption etc. and the transporter is bound to accept and claim the bill as per the decided rate.
25. If the successful bidder execute the agreement for minimum one year, he/she is to complete the work, failing which EMD/Security Deposit shall be forfeited
26. Accepted rate which may be charged proportionately on the basis of standard km run per litre of fuel and minimum daily charges mentioned below.

<u>Type of Vehicle</u>	<u>KM Run/Lit. of Fuel</u>	<u>Daily Charges</u>
01. TATA - 407	08 kms	600.00
02. Mahindra Pick-up	10 kms	400.00
03. TATA ACE	15 kms	300.00
04. Diesel Dala Auto	15 kms	200.00

I/We hereby declare that, I/We have gone through the above cited terms and conditions before quoting the rates and submission of the tender paper. I/We am/are agreeable to be abided by other terms and conditions stipulated therein.

***Signature of Tenderer***

Date :

## **MILK TRANSPORTATION - RAW MILK & CHILLED MILK AGREEMENT**

*(To be executed by the contractors on Nonjudicial stamp paper worth Rs.40/-)*

The agreement is made and entered into this day of \_\_\_\_\_  
between General Manager or his authorised officer, The Cuttack Cooperative Milk Producers' Union Ltd. Cuttack (hereinafter called the Union ) which terms shall unless repugnant to the context or contrary to the meaning thereof includes its assignees on the First part and Sri /M/s. \_\_\_\_\_

At. \_\_\_\_\_ P.O. \_\_\_\_\_ Dist. \_\_\_\_\_

(hereinafter called the Transporter ) which expression shall unless repugnant to the context or contrary to the meaning thereof includes its assignees on the other part.

And whereas the Union is interested to hire Truck / Mini Truck / Mahindra Pick-up / D.D.Auto Model \_\_\_\_\_ to carry raw milk / chilled milk in Truck / Mini Truck / Mahindra Pick-up /D.D.Auto and the contractor agrees to operate on these terms and conditions mentioned hereinafter & contained, now therefore, the parties hereto agree as follows :-

01. This contract will remain force from \_\_\_\_\_ to \_\_\_\_\_  
However, the Union reserves the right to extend the contract for further period or to terminate the contract before contractual period, at the discretion of the Union without assigning any reason thereof.
02. The Transporter will collect raw milk from Societies as once or twice daily (Morning & Evening) from specified Milk Route/Routes as per requirement of the Union and agree to observe timings strictly (timings subject to modification as per climatic condition). The timings shall be intimated to the Transporter by the unit office ahead of its implementation in the milk route. The Transporter will be required to transport empty milk cans from the Union's Chilling Centre to village Societies and will be responsible to transport other articles which the Union or Societies may assign to him from time to time. He will be responsible for damage done to article as a result of his failure either to transport the articles assigned to him or to transport them in good condition.
03. The transporter shall arrange to lift the chilled milk cans after proper weighing the filled cans at milk bulk coolers and shall load and unload the same with proper care at the bulk coolers and chilling/dairy plant by his own manpower. He should adhere to the time fixed by Milk Union from time to time. Any sorts of damage in quality and quantity shall be the sole responsibility of the transporter.
04. The salary of the driver, helpers will be borne by the transporter. The loading of empty cans at chilling centre and unloading the same at different society points, loading of filled milk cans at different society/headload points and unloading the filled milk cans at chilling centres shall be arranged by transporter. No extra payment shall be given on this account.

***Signature of Tenderer***

Date :



05. Upon acceptance of the tender, the transporter will deposit interest free security deposit of an amount equivalent to 10 times the amount of his contract per day (subject to minimum Rs.10,000/-(ten thousand only) for TATA 407 & Rs.5,000/- for Mahindra Pickup/TATA ACE/D.D.Auto which will be refundable within 180 days after termination of the agreement and claim made by the transporter subject to submission of 'NO DUES CERTIFICATE' from the concerned Unit Office.

06. This contract will cover milk routes Namely \_\_\_\_\_  
The contractor shall operate in the milk route/routes mentioned above. The Union shall have the right to change the route under intimation to the contractor. The accepted rate per running km. For \_\_\_\_\_ milk van is Rs. \_\_\_\_\_ for the contractual period mentioned in clause No.1 of the contract. The contractor shall arrange additional Truck / Mini Truck/Mahindra Pick-up / TATA ACE / D.D.Auto required at the accepted rate which may be changed proportionately on the basis of standard km. run per litre of fuel mentioned below.

<u>TYPE OF VEHICLE</u>	<u>KM. RUN/LITRE OF FUEL</u>
01. TATA - 407	08 kms.
02. Mahindra Pick-up	10 kms.
03. TATA ACE	15 kms.
04. Diesel Dala Auto	15 kms.

07. In case of change in diesel price, the k.m. rate will increase/decrease proportionately on the basis of clause No.05.

08. No additional amount like entry fees, tole tax etc. shall be paid to the contractor. In case entry fees / toll tax is introduced later on the date of tender finalisation it may be considered for which the contractor shall produce the actual receipts in original.

09. The transporter vehicle shall be insured for third party risk and will be comprehensively insured for the milk and milk cans carrying in truck. In case of accident the entire loss will be attached to the transporter's account

10. Within the contract period, if the Union decides to discontinue collection of milk from the societies lying on route, which the contractor operates, the Union will not pay any compensation or claim for such distances if reduced.

11. The contractor will be responsible for milk gone sour / curdled due to late arrival at the reception dock of the Union's Chilling Centre and spillage of milk during transit or at the time of loading and unloading of the milk cans. In case of brake down of milk van, the contractor shall arrange to transport milk by alternative vehicle at his own cost. The loss on account of sourage / curdling and spillage shall be recovered from the contractors Bill. Milk delivered by contractor after 12 noon or night shall be treated as sour / curd and damage recovered accordingly.

***Signature of Tenderer***

Date :

12. The transporter shall submit xerox copies of updated R.C. Book, Fitness & Insurance Certificate of the vehicle at the time execution of agreement.
13. The Union reserves the right to send its representatives with the vehicle to supervise the transportation work.
14. The transporter will carry only milk in milk cans and other commodities as supplied by the Chilling Centers and the Societies and will not carry private commodities or passenger. If found the Union shall have the right to impose minimum penalty of Rs.500.00 (Rupees five hundred only) per shift. The Unit Head or his authorised representative is empowered to impose the penalty as stated.
15. A vehicle coming to Union's Dairy/ Chilling Centre will have to stop at the main gate of the Union's Dairy/Chilling Centre and then proceed to dock & go out of the dock after delivering milk cans and other material carried from the societies, the speed limit of the Vehicle should not exceed 15 km. per hour in the compound of Union's Dairy/Chilling Centres.
16. The contractor will have to follow the instruction of the General Manager or the Authorised Officers & fulfil the terms and conditions of the contract. If he fails to comply with these conditions or is negligent in discharging his responsibilities, the Union will take suitable action including imposing fine to secure fulfillment of the terms and conditions which will be binding on the contractor.
17. If the contractor fails to fulfil the contractual condition of engaging vehicle / vehicles in any single shift, the Union reserves the right to terminate the contract and dis-allow the vehicle for further engagement and in that case Union is at liberty to engage new contractor for milk transport in the concerned route. In no case Union's own vehicle will be engaged as substitute for contractor's vehicle. If contractor fails to engage vehicle and Union makes it's own arrangement then additional expenditure / loss incurred will be adjusted from the transport bill, any other claim and security deposit of the contractor.
18. During transportation, if there is genuine road blocked on the way, the transporter shall be allowed to bring the milk by different route. In those cases, the cost of fuel for running the extra km. shall be paid to the transporter giving extra time for arrival at Plant after proper inquiry and verification by the office.
19. The contractor will not engage a vehicle belonging to another person for transportation without the permission of the Union and he will not hold any position in the Milk Producers Co-operative Society affiliated to the Union.
20. The transporter must ply the type of vehicle as finalised in the Tender. Under any circumstances, if the transporter provides smaller vehicle than the approved one, the rate of payment shall not be the same as approved rate of tender. It shall be decided by the office taking into account the type of vehicle, approved load, fuel consumption etc. and the transporter is bound to accept and claim the bill as per the revised rate.

***Signature of Tenderer***

Date :

21. Payment of bill shall be made once in fortnight i.e. 1st to 15th and 16th to 30th or 31st every month. The transporter shall submit the printed bill in duplicate to Unit Head for due certification of kilometer coverage by the vehicle in milk routes for the specified period mentioning sourage/ curdling and other details and payment against such bill shall be made at Headoffice, Cuttack by A/C Cheque or at Unit office through advice from Head Office by A/C payee Cheque after deducting cost of sourage / curdling and others and statutory taxes as applicable from time to time.
22. All terms and conditions given in the tender notice shall mutatis mutandis, form the part of the contract.
23. The Union reserves the right to impose a penalty to the extent of 10 % of the day's bill, if the contractor or any of his employees or driver refused to abide by Union.
24. **ARBITRATION** In case of dispute or difference between the parties, thereto arising relating to any of the above said provisions, the matter shall be referred to arbitration and the sole Arbitrator shall be the General Manager whose decision shall be final and binding on the parties.
25. This agreement can be altered, supplemented or cancelled completely or partly by mutual agreement of the Union and the Contractor in writing.
26. This agreement is being signed by both the parties with their sufficient sense and understanding.

In witness whereof the parties have executed these present by putting their hand and seals thereto at Cuttack on the aforesaid date .

For and on behalf of \_\_\_\_\_

Contractor of TATA 407 / Mahindra Pick-up / TATA ACE / DD Auto

**Witness :-**

- 01.
- 02.
- 03.

***For and on behalf of The Cuttack Co-operative  
Milk Producers' Union Ltd., Cuttack with designation.***

Place :

Date:

***Signature of the Tenderer***

Date :

## **CATTLE FEED TRANSPORTATION AGREEMENT**

*(To be executed by the contractors on Nonjudicial stamp paper worth Rs.40/-)*

The agreement is made and entered into this day of \_\_\_\_\_  
between General Manager or his authorised officer , The Cuttack Cooperative Milk Producers' Union Ltd. Cuttack (hereinafter called the Union ) which terms shall unless repugnant to the context or contrary to the meaning thereof. includes its assignees on the First part and Sri /M/s. \_\_\_\_\_

At. \_\_\_\_\_ P.O. \_\_\_\_\_ Dist. \_\_\_\_\_

(hereinafter called the Transporter ) which expression shall unless repugnant to the context or contrary to the meaning thereof includes its assignees on the other part.

And whereas the Union is interested to hire Mini Truck / TATA ACE Model \_\_\_\_\_ to transport Cattle Feed & other commodities to its various societies in Mini Truck / TATA ACE and the contractor agrees to operate on these terms and conditions mentioned hereinafter & contained, now therefore, the parties hereto agree as follows :-

01. This contract will remain force from \_\_\_\_\_ to \_\_\_\_\_  
However, the Union reserves the right to extend the contract for further period or to terminate the contract before contractual period, at the discretion of the Union without assigning any reason thereof.
02. The Transporter will transport cattle Feed / other commodities from the respective chilling centre campus & deliver the same as per delivery challan/Invoice at the concerned village level coop. societies/head load point. It will be the responsibility of transporter for safe carriage of the goods & deliver at the proper destination. In case of non delivery of material the same will be returned to the chilling centre alongwith delivery challan/invoice in good condition.
03. The salary of the driver, helpers will be borne by the transporter. The loading of cattle feed / goods at the chilling centre shall be arranged by office while the unloading of cattle feed/goods at DCS level / head load point shall be arranged by transporter for which no additional cost shall be paid.
04. Upon acceptance of the tender, the transporter will deposit interest free security deposit of an amount of Rs.10,000.00 (Rupees ten thousand only) for TATA 407 & Rs.5,000.00 (Rupees five thousand only) for Mahindra Pickup / TATA ACE which will be refundable within 180 days after termination of the agreement and claim made by the transporter subject to submission of "NO DUES CERTIFICATE" from chilling centre office.

***Signature of the Tenderer***

Date :

- 05 . This contract will cover cattle feed transport of \_\_\_\_\_unit.  
The contractor shall operate in the routes for transportation of cattle feed as per the requirement of Unit irrespective of distance of concerned route. The accepted rate per running km per MT For \_\_\_\_\_vehicle is Rs.\_\_\_\_\_ for the contractual period mentioned in clause No.1 of the contract. No additional amount like entry fees, toll tax etc. shall be paid. The contractor shall arrange additional truck/mini truck/tempo/tata ace at the accepted rate may be changed proportionately on the basis of standard km. run per liter of fuel by the vehicle used.
06. In case of increase/decrease in diesel price, the k.m. rate will increase/decrease proportionately on the basis of clause No.05.
07. The transporter vehicle shall be insured for third party risk and will be comprehensively insured for the cattle feed & other goods carrying in lorry. In case of accident the entire loss will be attached to the transporter's account
08. Within the contract period, if the Union decides to discontinue transportation of cattle feed & other goods on which the contractor operates, the Union will not pay any compensation or claim for such distances.
09. The contractor will be responsible for delivering cattle feed/goods to the consignee societies & obtain the acknowledgement in the delivery challan/invoice copy & submit the same at Unit office. In case of non compliance of system of delivery of cattle feed etc the entire cost thereof shall be recovered from the transport bill of the contractor. In case of brake down, the contractor shall arrange to transport cattle feed etc. in alternative vehicle at his cost. The loss on account of any mistake in delivery and mishandling of cattle feed bags/goods shall be recovered from the contractors' bill.
10. The Union reserves the right to send its representatives with the vehicle to supervise the transportation work.
11. The transporter will carry only cattle feed / other commodities as supplied by the Chilling Centers and will not carry private commodities or passenger. If found the Union shall have the right to impose minimum penalty of Rs.200.00 (Rupees two hundred only) per trip. The Unit Head or his authorised representative is empowered to impose the penalty as stated.
12. A vehicle coming to Union's Dairy/Chilling Centre will have to stop at the main gate of the Union's Dairy/Chilling Centre and it can proceed to store and go out of the store after loading/unloading of the materials. The speed limit of the Vehicle should not exceed 15 km. per hour in the compound of Union's Dairy/Chilling Centres.

***Signature of the Tenderer***

Date :

13. The contractor will have to follow the instruction of the General Manager or the Authorised Officers & fulfil the terms and conditions of the contract. If he fails to comply with these conditions or is negligent in discharging his responsibilities, the Union will take suitable action including imposing fine to secure fulfillment of the terms and conditions which will be binding on the contractor.
14. If the contractor fails to fulfil the contractual condition of engaging vehicle / vehicles in any single shift, the Union reserves the right to terminate the contract and dis-allow the vehicle for further engagement and in that case Union is at liberty to engage new contractor for cattle feed/other goods transport in the concerned route. In no case Union's own vehicle will be engaged as substitute for contractor's vehicle. If contractor fails to engage vehicle and Union makes it's own arrangement then additional expenditure / loss incurred will be adjusted from the transport bill, any other claim and security deposit of the contractor.
15. For any unforeseen happenings/mishaps like train gate/accident/road blockage etc. Union will not be liable to bear any loss or to compensate any additional expenditure as the contract has been awarded to the party for cattle feed/other goods transport.
16. The contractor will not engage a vehicle belonging to another person for transportation without the permission of the Union and he will not hold any position in the Milk Producers Co-operative Society affiliated to the Union.
17. The transporter must ply the type of vehicle as finalised in the Tender. Under any circumstances, if the transporter provides smaller vehicle than the approved one, the rate of payment shall not be the same as approved rate of tender. It shall be decided by the office taking into account the type of vehicle, approved load, fuel consumption etc. and the transporter is bound to accept and claim the bill as per the revised rate.
18. All terms and conditions given in the tender notice shall mutatis mutandis, form the part of the contract.
19. The Union reserves the right to impose a penalty to the extent of 10 % of the day's bill, if the contractor or any of his employees or driver refused to abide by Union.
20. **ARBITRATION** In case of dispute or difference between the parties, thereto arising relating to any of the above said provisions, the matter shall be referred to arbitration and the sole Arbitrator shall be the General Manager whose decision shall be final and binding on the parties.

***Signature of the Tenderer***

Date :

21. This agreement can be altered, supplemented or cancelled completely or partly by mutual agreement of the Union and the Contractor in writing.
22. This agreement is being signed by both the parties with their sufficient sense and understanding.

In witness whereof the parties have executed these present by putting their hand and seals thereto at Cuttack on the aforesaid date .

For and on behalf of \_\_\_\_\_

Contractor of TATA 407 / MAHINDRA PICK UP / TATA ACE

**Witness :-**

- 01.
- 02.
- 03.

***For and on behalf of The Cuttack Co-operative  
Milk Producers' Union Ltd., Cuttack with designation.***

Place :

Date:

***Signature of the Tenderer***

Date :

## **LN<sub>2</sub> & FROZEN SEMEN TRANSPORTATION AGREEMENT**

*(To be executed by the contractors on Nonjudicial stamp paper worth Rs.40/-)*

The agreement is made and entered into this day of \_\_\_\_\_ between General Manager or his authorised officer , The Cuttack Cooperative Milk Producers' Union Ltd. Cuttack (hereinafter called the Union ) which terms shall unless repugnant to the context or contrary to the meaning thereof. includes its assignees on the First part and Sri /M/s. \_\_\_\_\_

At. \_\_\_\_\_ P.O. \_\_\_\_\_ Dist. \_\_\_\_\_ (hereinafter called the Transporter ) which expression shall unless repugnant to the context or contrary to the meaning thereof includes its assignees on the other part.

And whereas the Union is interested to hire MAHINDRA PICK-UP/TATA ACE to carry LN<sub>2</sub> & Frozen Semen, A.I. Accessories to different A.I. Centres from Cuttack in \_\_\_\_\_ and the contractor agrees to operate on these terms and conditions mentioned hereinafter & contained, now therefore, the parties hereto agree as follows :-

01. This contract will remain force from \_\_\_\_\_ to \_\_\_\_\_  
However, the Union reserves the right to extend the contract for further period or to terminate the contract before contractual period, at the discretion of the Union without assigning any reason thereof.
02. The transporter will carry LN<sub>2</sub> & Frozen Semen from Cuttack to different A.I. Centres [254(+&-)]. The number may increase or decrease. While returning the transporter should collect the acknowledgements (both challan & acknowledgement register) from the A.I. worker/Secy and deposit the same in the office immediately. The transporter shall maintain the timing of distribution of LN<sub>2</sub>, so that every society can get the same at 30-40 days interval before drying off the container at society as will be notified by office from time to time. He will be responsible for damage done to articles as a result of his failure either to transport the articles assigned to him or to transport them in good condition. This may be noted that, LN<sub>2</sub> containers are fragile in nature. Hence utmost care should be taken while transporting and handling.
03. Upon acceptance of the Tender, the transporter shall deposit interest free security deposit of an amount equivalent to 10(ten) times of the contract value of one day operation, subject to minimum Rs. 10,000.00 (ten thousand only) which shall be refunded within 6 months after the termination of the agreement. The claim made by the Transporter on this account, shall be accepted and settled provided "No dues Certificate from the concerned quarter / Unit Offices" is submitted along with the claim.
04. The contractor shall arrange to supply LN<sub>2</sub> & Frozen Semen to average 08-10 A.I. centres in a single day. **He should provide manpower to handle it properly for which no extra charges shall be paid.**

***Signature of Tenderer***

Date :



05. As and when required, the contractor shall arrange to lift LN<sub>2</sub> & Frozen Semen from OMTDC, Jagannathpur or the place to be decided by office. He shall raise bill separately on the basis of prevailing market rate, if provides other vehicle then the approved one.
06. The transporter shall submit all documents like valid R.C. Book, Insurance and fitness of the vehicle before starting of the transportation job. It is the responsibility of the transporter to keep the vehicle in neat and clean condition as long as that vehicle is engaged with the Union. The transporter shall insure the vehicle for third parties and will comprehensively insure for carrying LN<sub>2</sub> & Frozen Semen . In case of any accident the entire loss will be charged to the transporter's account and Union will be no way liable for the accident loss arising out of that.
07. In case of increase/decrease in diesel price, the k.m. rate will increase/decrease proportionately on the basis of 10kms / 15kms running per 1 liter diesel for Mahindra Pickup / TATA ACE respectively.
08. Within the contract period, if the Union decides to discontinue transportation of LN<sub>2</sub> & Frozen Semen on which the transporter operates, the Union shall not pay any compensation or claim for such distance.
09. The transporter shall pay the salary and wages of the driver, helpers and any other person engaged by him for his job. The unloading of empty containers at godown/centres and loading of filled containers at godown and unloading at different A.I. centres shall have to be arranged by the transporter. And no extra payment shall be given for the said purpose to the transporter. Any default in payment of wages and other dues to the drivers and helpers etc. if notified/informed by the Govt. authorities the same shall be deducted from the transporter.
10. The transporter as well as his staff will show the utmost courtesy to the employees, officials of the Union and A.I. worker/Secretary at the villages. For any untoward happenings it should be brought to the notice of the Unit Incharge/Sectional Head of AI&AH of the Union who shall redress the same.
11. In case of any employee of the transporter or he/himself found stealing of any material/property either from the chilling plant premises or neurite of the vehicle, necessary penalty which will be decided by the General Manager of the Cuttack Milk Union shall be imposed on the transporter. The penalty will be recovered from the running bills and from the security deposit of the transporter.
12. The contractor will be responsible for excess loss of liquid nitrogen than normal evaporation due to delay in distribution to centres or improper handling of both LN<sub>2</sub> & cryocans. In case of brake down of his vehicle, the contractor shall arrange to transport LN<sub>2</sub> in alternative vehicle at his cost. The loss on account of damages of cryocans due to mishandling or excess evaporation due to delay in distribution, spillage shall be recovered from the contractor's bill.
13. The Union reserves the right to send its representatives with the vehicle to supervise the transportation work.

***Signature of Tenderer***

Date :

14. The transporter will carry only LN<sub>2</sub> and other commodities as supplied by the Milk Union and the Societies and will not carry private commodities or passenger. If found the Union shall have the right to impose minimum penalty of Rs.500.00 (Rupees five hundred only) per day. The Unit Head or Sectional Head or their representative is empowered to impose the penalty as stated.
15. The contractor shall handle the godown stock of LN<sub>2</sub> containers, LN<sub>2</sub> storage, Frozen Semen stock with safety. He shall take utmost care to handle the Frozen Semen Bank by maintaining desired level of LN<sub>2</sub> thereof.
16. The contractor will have to follow the instruction of the General Manager or the Authorised Officers to fulfil the terms and conditions of the contract. If he fails to comply with these conditions or is negligent in discharging his responsibilities, the Union will take suitable action including imposing fine to secure fulfillment of the terms and conditions which will be binding on the contractor.
17. If the contractor fails to fulfil the contractual condition of engaging vehicle / vehicles in any day, the Union reserves the right to terminate the contract and disallow the vehicle for further engagement and in that case Union is at liberty to engage new contractor for LN<sub>2</sub> transport in the concerned area. In no case Union's own vehicle will be engaged as substitute for contractor's vehicle. If contractor fails to engage vehicle and Union makes it's own arrangement then additional expenditure / loss incurred will be adjusted from the transport bill, any other claim and security deposit of the contractor.
18. The contractor shall maintain, the stock register of the LN<sub>2</sub>, frozen semen and other A.I. Accessories properly subject to verification by Unions officials from time to time. The godown should be locked properly and the key should be with the transporter.
19. On expiry on cancellation of the contract, the contractor shall hand over all the materials of the godown as per stock book to the authorised officials of the Milk Union.
20. The contractor shall arrange the distribution of LN<sub>2</sub> & Frozen Semen schedule in consultation with Vety. Officer/Sectional Head of A.I. & A.H. of the Union.
21. In case of any problem arises in the field, he should bring to the notice of the authorities immediately in writing.
22. The contractor will not engage a vehicle belonging to another person for transportation without the permission of the Union and he will not hold any position in the Milk Producers Co-operative Society affiliated to the Union.
23. Payment of bill shall be made once in every month. The transporter shall submit the printed bill in duplicate to AI&AH Section Head for due certification of kilometer coverage by the vehicle in different routes for the specified period and payment against such bill shall be made at Headoffice, Cuttack by A/C Cheque after deducting cost of damage if any and statutory taxes as applicable from time to time.
24. The transporter must ply the type of vehicle as finalised in the Tender. Under any circumstances, if the transporter provides smaller vehicle than the approved one, the rate of payment shall not be the same as approved rate of tender. The rate shall be

***Signature of Tenderer***

Date :

decided by the office taking into account the type of vehicle, approved load, fuel consumption etc. and the transporter is bound to accept and claim the bill as per the revised rate.

25. This agreement is purely commercial basis and there will be no employer and employee relationship between the Union and the Transporter. In case the transporter wants to leave before the expire of the agreement period, he can do so by giving 30 days notice in writing and upon consideration of his request by the Union, the transporter can withdraw the vehicle.
26. If the transporter violates to any terms and conditions of the agreement of the Union, found any irregularities, the agreement shall be terminated and the security deposit shall be forfeited.
27. All conditions and terms given in the tender notice shall mutatis mutandis from the part of the contract.
28. The Union reserves the right to impose a penalty to the extent of the days bill, if the transporter of any of his employees or driver refused to abide by Union's or its authorised officers instructions to carry out.
29. **ARBITRATION** in case of dispute or difference between the parties, thereto arising relating to any of the above said provisions, the matter shall be referred to arbitration and the sole arbitrator shall be the General Manager, The Cuttack Co-operative Milk Producers Union Ltd, whose decision shall be final and binding on the parties.
30. This agreement can be altered, supplemented or cancelled completely or partly be mutual agreement of the Union and the contractor in writing.
31. This agreement is being signed by both the parties with their sufficient sense and understanding.

IN WITNESS WHEREOF the parties have executed these present by putting their hand and seals thereto at Cuttack on the aforesaid date .

For and on behalf of \_\_\_\_\_  
Contractor of Mahindra Pick-up

**Witness :-**

- 01.
- 02.
- 03.

***For and on behalf of The Cuttack Co-operative  
Milk Producers' Union Ltd., Cuttack with designation.***

Place :

Date:

***Signature of the Tenderer***

Date :

## **POLY PACK MILK & MILK PRODUCTS MARKETING ROUTE AGREEMENT**

*(To be executed by the contractors on Nonjudicial stamp paper worth Rs.40/-)*

The agreement is made and entered into this day of \_\_\_\_\_  
between General Manager or his authorised officer , The Cuttack Cooperative Milk Producers'  
Union Ltd. Cuttack (hereinafter called the Union ) which terms shall unless repugnant to the  
context or contrary to the meaning thereof. includes its assignees on the First part and  
Sri /M/s. \_\_\_\_\_

At. \_\_\_\_\_ P.O. \_\_\_\_\_ Dist. \_\_\_\_\_  
(hereinafter called the Transporter ) which expression shall unless repugnant to the context  
or contrary to the meaning thereof includes its assignees on the other part.

And whereas the Union is interested to hire \_\_\_\_\_ to carry chilled  
poly pack milk & other milk products in \_\_\_\_\_ and the contractor  
agrees to operate on these terms and conditions mentioned hereinafter & contained, now  
therefore, the parties hereto agree as follows :-

01. This contract will remain force from \_\_\_\_\_ to \_\_\_\_\_  
However, the Union reserves the right to extend the contract for further period or to  
terminate the contract before contractual period, at the discretion of the Union without  
assigning any reason thereof.
02. This is mandatory that, the transporter shall engage his/her insulated vehicle with  
thermocool inside from the date of plying for the marketing work. However, if not  
insulated form the beginning, the transporter shall be allowed maximum 15days to  
complete his/her vehicle insulation with 20% penalty from the total bill. After that, Union  
shall not allow the vehicle for further engagement & terminate his allotment.
03. The transporter will carry chilled poly pack milk and other milk products from Tirtol  
Dairy to ..... area every day. While returning the transporter should collect  
the empty plastic crates, along with the cash collected from the agents and deposit  
the same in the office. The transporter shall maintain the timing as will be notified by  
office from time to time. He will be responsible for damage done to articles as a result  
of his failure either to transport the articles assigned to him or to transport them in  
good condition.
04. Upon acceptance of the Tender, the transporter shall deposit interest free security  
deposit of an amount equivalent to 10(ten) times of the contract value of one day  
operation, subject to minimum Rs. 10,000.00 (ten thousand only) and an additional  
amount of Rs.10,000.00 for TATA 407 and Rs.5,000.00 for Mahindra Pickup/TATA ACE/  
DD Auto vehicles against handling of saleable goods. which shall be refunded within 6  
months after the termination of the agreement. The claim made by the Transporter on  
this account, shall be accepted and settled provided "No dues Certificate from the Unit  
Incharge, Tirtol Dairy" is submitted along with the claim.

***Signature of Tenderer***

Date :

05. This contract will cover Marketing route namely..... The transporter shall operate in the Marketing Route mentioned as above. The Union shall have the right to change the route with intimation. The accepted rate for running kilometer for ..... vehicle is..... for the contractual period mentioned in clause-1 of the agreement. No additional amount like entry fees, toll tax etc. shall be paid. The transporter shall arrange for additional vehicle at the accepted rate if needed, on the basis of standard k.m. run per liter of fuel mentioned below :-

<u>Type of Vehicle</u>	<u>K.M. run/litre of Fuel</u>
TATA - 407( Insulated)	8 kms
Mahindra Pick up (Insulated)	10 kms
TATA ACE (Insulated)	15 kms
DD Auto (Insulated)	15 kms

The transporter shall submit all documents like valid R.C. Book, Insurance and fitness certificate of the vehicle before starting of the transportation job. It is the responsibility of the transporter to keep the vehicle in neat and clean condition as long as that vehicle is engaged with the Union. The transporter shall insure the vehicle for third parties and will comprehensively insure for milk carrying purpose. In case of any accident the entire loss will be charged to the transporter's account and Union will be no way liable for the accident loss arising out of that.

- 06. In case of increase/decrease in diesel price, the k.m. rate will increase/decrease proportionately on the basis of clause No.05.
- 07. No additional amount like entry fees, toll tax etc. shall be paid to the contractor. In case entry fees / toll tax is introduced later on the date of tender finalisation it may be considered for which the contractor shall produce the actual receipts in original.
- 08. Within the contract period, if the Union decides to discontinue transportation of chilled poly pack milk & other milk products on which the transporter operates, the Union shall not pay any compensation or claim for such distance.
- 09. The transporter shall pay the salary and wages of the driver, helpers and any other person engaged by him for his job. The unloading of empty crates at chilling centre and loading of filled milk crates at chilling centre and unloading at different booths shall have to be arranged by the transporter. And no extra payment shall be given for the said purpose to the transporter. Any default in payment of wages and other dues to the drivers and helpers etc. if notified/informed by the Govt. authorities the same shall be deducted from the transporter.
- 10. The transporter as well as his staff will show the utmost courtesy to the employees, officials and agents of the Union and chilling plant, also they should maintain discipline of the plant. For any untoward happenings it should be brought to the notice of the Plant Incharge, Marketing Incharge who shall redress the same.

**Signature of Tenderer**

Date :

11. In case of any employee of the transporter or he/himself found stealing of any material/ property either from the chilling plant premises or of the vehicle, necessary penalty which will be decided by the General Manager of the Cuttack Milk Union shall be imposed on the transporter. The penalty will be recovered from the running bills and from the security deposit of the transporter.
12. The contractor will be responsible for milk gone sour/curdled due to late arrival at the different booths and spillage of milk during transit or at the time of loading and unloading of the milk crates. In case of brake down, the contractor shall arrange to transport milk in alternative vehicle at his cost. The loss on account of sourage/curdling and spillage shall be recovered from he contractors bill.
13. The Union reserves the right to send its representatives with the vehicle to supervise the transportation work.
14. The transporter will carry only milk crates, milk products and other commodities as supplied by the Dairy office and will not carry private commodities or passenger. If found the Union shall have the right to impose minimum penalty of Rs.500.00 (Rupees five hundred only) per day. Unit Incharge/Marketing Incharge, Tirtol Dairy or his authorised representative is empowered to impose the penalty as stated.
15. A vehicle coming to Union's Dairy/Chilling Centre will have to stop at the main gate and it can proceed to dock and go out of the dock after delivering empty / milk crates and other material carried from societies, the speed limit of the Vehicle should not exceed 15 km. per hour in the compound of Union's Dairy/Chilling Centres.
16. The contractor will have to follow the instruction of the General Manager or the Authorised Officers to fulfil the terms and conditions of the contract. If he fails to comply with these conditions or is negligent in discharging his responsibilities, the Union will take suitable action including imposing fine to secure fulfillment of the terms and conditions which will be binding on the contractor.
17. If the contractor fails to fulfil the contractual condition of engaging vehicle / vehicles in any single shift, the Union reserves the right to terminate the contract and disallow the vehicle for further engagement and in that case Union is at liberty to engage new contractor for milk transport in the concerned route. In no case Union's own vehicle will be engaged as substitute for contractor's vehicle. If contractor fails to engage vehicle and Union makes it's own arrangement then additional expenditure / loss incurred will be adjusted from the transport bill, any other claim and security deposit of the contractor.
18. For any unforeseen happenings/mishaps like train gate/accident/road blockage etc. Union will not be liable to bear any loss or to compensate any additional expenditure as the contract has been awarded to the party for milk marketing from the particular route in stipulated time period.
19. The contractor will not engage a vehicle belonging to another person for transportation without the permission of the Union and he will not hold any position in the Milk Producers Co-operative Society affiliated to the Union.

***Signature of Tenderer***

Date :



20. Payment of bill shall be made once in fortnight i.e. 1st to 15th and 16th to 30th or 31st every month. The transporter shall submit the printed bill in duplicate to Unit Head for due certification of kilometer coverage by the vehicle in marketing routes for the specified period.
21. This agreement is purely commercial basis and there will be no employer and employee relationship between the Union and the Transporter. In case the transporter wants to leave before the expire of the agreement period, he can do so by giving 15 days notice in writing and upon consideration of his request by the Union, the transporter can withdraw the vehicle.
22. If the transporter violates to any terms and conditions of the agreement of the Union, found any irregularities, the agreement shall be terminated and the security deposit shall be forfeited.
23. All conditions and terms given in the tender notice shall mutatis mutandis from the part of the contract.
24. The Union reserves the right to impose a penalty to the extent of the days bill, if the transporter of any of his employees or driver refused to abide by Union's or its authorised officers instructions to carry out.
25. **ARBITRATION** in case of dispute or difference between the parties, thereto arising relating to any of the above said provisions, the matter shall be referred to arbitration and the sole arbitrator shall be the General Manager, The Cuttack Co-operative Milk Producers Union Ltd, whose decision shall be final and binding on the parties.
26. This agreement can be altered, supplemented or cancelled completely or partly be mutual agreement of the Union and the contractor in writing.
27. This agreement is being signed by both the parties with their sufficient sense and understanding.

IN WITNESS WHEREOF the parties have executed these present by putting their hand and seals thereto at Cuttack on the aforesaid date .

For and on behalf of \_\_\_\_\_

Contractor of TATA -407 (insulated) / Mahindra Pickup (insulated) / TATA ACE (insulated) / DD Auto (insulated).

**Witness :-**

01.

02.

03.

***For and on behalf of The Cuttack Co-operative  
Milk Producers' Union Ltd., Cuttack with designation.***

Place :

Date:

***Signature of the Tenderer***

Date :

"TENDER FOR TRANSPORTATION OF RAW & CHILLED MILK /  
CATTLE FEED / LN2 / MILK & MILK PRODUCTS(MARKETING)  
AT .....DAIRY/MILK CHILLING CENTRE / UNIT  
FOR ..... ROUTE

TO,

**THE GENERAL MANAGER  
THE CUTTACK CO-OPERATIVE  
MILK PRODUCERS' UNION LTD.  
MAHANADIVIHAR, PO- NAYABAZAR  
DIST.- CUTTACK - 753 004.**

**FROM :**

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