

CUTTACK MILK UNION

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

MAHANADI VIHAR, NAYABAZAR, CUTTACK - 753 004

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

**TENDER PAPER FOR
TRANSPORT RATE CONTRACT OF
RAW MILK &
POLY PACK MILK & MILK PRODUCTS**

Rs. 1,050.00 (Rupees one thousand fifty only)

Sale of Tender Documents : From 20.03.2016 to 19.04.2016
at Cuttack Milk Union's Head Office (11.00 AM to 4.00 PM)
Mahanadivihar, Nayabazar, Cuttack-4.

Submission of Tenders at : By 5.00 PM up to 19th April, 2016
Cuttack Milk Union's Head Office
Mahanadivihar, Nayabazar, Cuttack-4

Opening of Tenders at : At 11.00 A.M. on 20th April, 2016
Cuttack Milk Union's Head Office
Mahanadivihar, Nayabazar, Cuttack-4



THE CUTTACK CO-OPERATIVE MILK PRODUCERS' UNION LTD.

At : Mahanadi Vihar, PO : Nayabazar, Dist. : Cuttack – 753 004

Phone : 0671-2440040/2442047, E-mail : cdcmpu@gmail.com, Visit us : cdcmu.com

TENDER NOTICE NO-02/2016

The Cuttack Co-operative Milk Producers Union Ltd. invites sealed tender for Transportation of Raw Milk and Poly Pack Milk Marketing at its different Units for a period of three years i.e. from 1st May, 2016 to 31st March, 2019. The details in tender paper are available at above office address on payment of Rs.1,050.00 (non-refundable) on any working days from **11.00 AM to 4.00 PM during the period – Dt.20.03.2016 to Dt.19.04.2016**. The tender document can be downloaded from our website www.cdcmu.com.

The cost of Tender Paper is compulsory and the receipt so obtained against payment should be enclosed in original alongwith the Tender paper. The cost paid towards tender paper is non-refundable.

Last date for receipt of Tender Document- Dt.19.04.16 at 1700hrs.

Opening of Tender – Dt.20.04.2016 at 11 AM at the above address.

The General Manager, the Cuttack Co-operative Milk Producers' Union Ltd. shall be in no way responsible for loss of Tender documents despatched by post/courier delivery and also for any delay in delivery to the addressee.

General Manager reserves the right to postpone/cancel the tender notice without assigned any reason thereof.

For further details, please visit our website www.cdcmu.com.

GENERAL MANAGER

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 MILK

- A. 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 of three years from 1st May 2016 to 30th April,2019

NAME OF WORK & ROUTE	Total Kms per day*	No.of Shifts	Type of Vehicle
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Transportation of raw milk from different village level societies/headload points in different milk routes to Adaspur MCC & Kendrapara MCC of Cuttack & Kendrapara district.

ADASPUR UNIT, ADASPUR

1	AMCC - K.B. SAILO -----	60	TWO	TATA ACE
2	AMCC - BISIPADA -----	130	TWO	TATA ACE
3	AMCC - SAINDA -----	136	TWO	TATA ACE

KENDRAPARA UNIT, KENDRAPARA

1	KMCC - AKHUA -----	126	TWO	MAHINDRA
2	KMCC - GANDAKHIA -----	122	TWO	DD AUTO
3	KMCC - BENIPUR -----	135	TWO	DD AUTO
4	KMCC - BADAPADA -----	140	TWO	DD AUTO
5	AUL - KHADIANTA -----	180	TWO	DD AUTO
6	DERA - ISWARPUR -----	197	TWO	DD AUTO

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

- A. 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 of three years from 1st May 2016 to 30th April,2019

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 from Tirtol Dairy, Nuapada to different areas.

1	TIRTOL DAIRY - PARADEEP (Morning & Evening)-I	264	TWO	TATA-407 INSULATED
2	TIRTOL DAIRY - PARADEEP (Morning)-II	110	ONE	TATA-407 INSULATED
3	TIRTOL DAIRY - PARADEEP (Evening)-I	119	ONE	TATA ACE INSULATED
4	TIRTOL DAIRY - KENDRAPARA (Morning)-I	152	ONE	PICK-UP INSULATED
5	TIRTOL DAIRY - KENDRAPARA (Morning)-II	154	ONE	PICK-UP INSULATED
6	TIRTOL DAIRY - JGATSINGHPUR (Morning) VIA - MACHHAGAON	119	ONE	TATA-ACE INSULATED
7	TIRTOL DAIRY - BIRIBATI (Morning & Evening) Via- Kishore Nagar & Jagatsinghpur	146	TWO	TATA-ACE INSULATED
8	TIRTOL DAIRY - RAMNAGAR (Morning) VIA - Garadpur	144	ONE	DD AUTO INSULATED

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

- B. The tender documents can be obtained from the office at the above address from 20th March, 2016 to 19th April,2016 (11.00 AM to 4.00 PM) during office hours on payment of non-refundable amount of **Rs.1050.00** (Rupees one thousandfifty only) in cash towards cost of tender papers. For each milk route / marketing route separate tender paper is to be obtained & submitted separately.
- C. The tender papers duly filled in alongwith E.M.D deposit of Rs.20,000.00 (Rupees twenty thousand only) for TATA-709/608, 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.
- D. 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.
- E. The last date for sale of tender paper is **19th April, 2016** up to 4.00 PM and last date of receipt of tender paper is **19th April, 2016** upt 5.00 PM.

Opening date of the tender paper

Opening of Tenders at 11.00 A.M. on 20th April,2016
Cuttack Milk Union's Head Office
Mahanadivihar, Nayabazar, Cuttack-4

Opening Place

Cuttack Milk Union's Headoffice, Mahanadivihar, Nayabazar, Cuttack - 753 004.

- F. The sealed tender must be superscribed on the top of the envelope "TENDER FOR TRANSPORTATION OF MILK / TRANSPORTATION OF POLY PACK MILK & MILK PRODUCTS (which ever is applicable) AT.....DAIRY/ MILK CHILLING CENTRE / UNIT for MILK 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 MILK PROCUREMENT ROUTE /
CHILLED MILK TRANSPORTATION 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 01.05.2016 to 30.04.2019
(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 POLY PACK MILK & MILK PRODUCT
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 01.05.2016 to 30.04.2019
(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.20/- (Rupees twenty 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 for another two years.
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

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 PROCUREMENT ROUTE AGREEMENT

(To be executed by the contractors on Nonjudicial stamp paper worth Rs.20/-)

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 709/407 & Rs.5,000/- for TATA ACE/ Pick-up/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/DI 207/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 - 709 / 608	06 kms.
02. TATA - 407	08 kms.
03. TATA D.I. - 207 / Mahindra Pick-up	10 kms.
04. TATA ACE / 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 709 / TATA 407 / Pick-up / DI-297 / TATA ACE / 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 :

POLY PACK MILK MARKETING ROUTE AGREEMENT

(To be executed by the contractors on Nonjudicial stamp paper worth Rs.20/-)

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 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 Manager, 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
TATA ACE / 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.
- 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.

Signature of Tenderer

Date :

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. Manager, 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.
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.

Signature of Tenderer

Date :

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) / TATA ACE / 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 MILK & POLY PACK MILK & MILK PRODUCT**

FOR ROUTE / UNIT

TO,

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

FROM :

CUTTACK MILK UNION

THE CUTTACK CO-OPERATIVE MILK PRODUCERS' UNION LTD.

MAHANADI VIHAR, NAYABAZAR, CUTTACK - 753 004

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

E-MAIL : cdcmpu@gmail.com, Visit us : www.cdcmu.com

**TENDER PAPER FOR
TRANSPORT RATE CONTRACT OF
RAW MILK AND
POLY PACK MILK & MILK PRODUCTS**