

SAMALESWARI REGIONAL COOPERATIVE MILK PRODUCERS' UNION LTD.
SAKHIPARA SARLA CANAL ROAD, DHANKAUDA, SAMBALPUR – 768006
PHONE: 0663 - 2548590, FAX: 0663 - 2548520

TENDER FOR ENGAGEMENT OF VEHICLES
FOR

_____ MILK ROUTE

Cost of Tender Documents – Rs. 200.00 for each route

Submission of fill in Tender Documents

By 14.00 Hrs Date: 28.07.2017

Opening at 15.00 Hrs. Date: 28.07.2017

at MILK UNION OFFICE AT ABOVE ADDRESS

Name of the Tenderer: _____

Address: _____

Telephone No.: _____

Mobile No. : _____ E-mail Id: _____

SAMALESWARI REGIONAL COOPERATIVE MILK PRODUCERS' UNION LTD.
SAKHIPARA SARLA CANAL ROAD, DHANKAUDA, SAMBALPUR – 768001
PHONE: 0663 - 2548590, FAX : 0663 - 2548520

TENDER NOTICE FOR ENGAGEMENT OF TRANSPORTER

Samaleswari Milk Union invites sealed tender for ENGAGEMENT OF VEHICLES for a period of five Years in the following Milk Procurement Route:

Sl. No.	Name of the Route	Proposed Type & Capacity of Vehicle.	Approximate (to & fro) running Kilometer per Day
1	Sonepur to Yudhistirpur Route (B.M.Pur)	TATA ACE or similar type of Vehicle	154 KM (Both Morning & Evening)

N.B.: The above KM may increase and decrease as per the requirement of the Samaleswari Milk Union at any point of time and shall be intimated to the transporter.

Tender documents can be purchased from Samaleswari Milk Union office at Sambalpur on any working day between 10.00 Hrs - 13.30 Hrs from **Dt.19.07.2017 to 28.07.2017** on payment of **Rs. 200/- (Rupees Two hundred only)** either in cash or in shape of DD drawn in favour of "Samaleswari Regional Co-op. Milk Producers' Union Ltd." payable at Sambalpur. Tender Document can be downloaded from website www.omfed.com, www.samul.in and in such case Cost of Tender Paper shall have to be deposited in a separate Demand Draft along with Tender Document.

Filled in tender document along with EMD amounting **Rs. 2,000/-** should reach on or before **Dt.28.07.2017 14.00 Hrs** and will be opened on the same day at 15.00 Hrs. at Samaleswari Milk Union office in presence of the interested bidders. Tenders without EMD or incomplete in any manner shall not be accepted. Samaleswari Milk Union reserves the right to accept or reject any or all tenders with out assigning any reason thereof.

General Manager

C.C. to :

1. Notice Board, Sonepur/Head Office
2. All MPCS of Birmaharajpur Route.

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DETAILS OF TENDER NOTICE

Sealed Tenders are invited from bonafied, experienced and resourceful transporter, vehicle owners, and transport agencies for engagement of Vehicle for a period of Five year in following Milk Procurement Route:

Sl. No.	Name of the Route	Proposed Type & Capacity of Vehicle.	Approximate (to & fro) running Kilometer per Day
1	Sonepur to Yudhistirpur Route (B.M.Pur)	TATA ACE or similar type of Vehicle	154 KM (Both Morning & Evening)

N.B.: The above KM may increase and decrease as per the requirement of the Samaleswari Milk Union at any point of time and shall be intimated to the transporter.

- i) The rate quoted should be per KM basis.
- ii) Conditions for transportation of Milk from Dairy Co-op. Societies(DCS) in the Milk procurement route through 40 Ltrs. Capacity Alluminium/Stainless Steel/Plastic milk Can:
 - A. The tender documents can be obtained from Samaleswari Milk Union office from above address on payment of Rs. 200/- (Rupees Two Hundred only) (Non-refundable) for each route in cash or DD drawn in favour of “Samaleswari Regional Co-op. Milk Producers’ Union Ltd.” payable at Sambalpur. Tender Document can be downloaded from website www.omfed.com, www.samul.in and in such case Cost of Tender Paper shall have to be deposited in a separate Demand Draft along with Tender Document.
 - B. Milk is a highly perishable commodity. Therefore the transporter should be carefully for timely ply of Vehicle in the Milk Procurement Route both Morning & Evening. The transport Vehicle should reach in time fixed by Samaleswari Milk Union during different season both Morning & Evening and collect Milk Can from all DCS of the route.
 - C. Due to delay/negligence of the transporter, if the milk of DCS get Curdled/ Sour or any loss comes to the Samaleswari Milk Union on account of lost or shortage of Milk Can/ Milk/Cattle feed/Medicine/MTE/etc the cost shall be recovered from the transporter bill.
 - D. Other material of any type except of Samaleswari Milk Union should not be loaded in the vehicle either during its journey with milk or during its reporting journey. The transporter must see that any material from the Bulk Milk Cooler(BMC)/ Milk Chilling Plant(MCP)/Dairy Plant is not shifted outside unauthorized in his vehicle without proper document, for which, cost recovery will be made, penalty will be imposed & even such activity may call for dis-engagement of his vehicle & forfeiture of his Security Money.
 - E. The number of DCS in the route as well as the distance of the route may increase or decrease due to increase or decrease of DCS in the route or due to change made in the milk route. The transporter will have to operate in the route accordingly & the payment will always be made on the basis of actual KM run, as certified by Staff/Officers of Samaleswari Milk Union, which may change due to the above mentioned reason.
 - F. The transporter will collect and load the Milk Can of various DCS in its Vehicle and give delivery of the same at Bulk Milk Cooler (BMC)/ Milk Chilling Plant (MCP)/Dairy Plant as the case may be as per the milk route in time. The transporter will also carry empty Milk Can after wash from BMC/MCP/Dairy Plant to DCS and give delivery of the same.

- G. The party has to provide required number of Vehicle as per the requirement of Samaleswari Milk Union as and when required. Prior intimation shall be given by Samaleswari Milk Union for requirement of Vehicle indicating date & time of placement & place of movement of Vehicle.
- H. The rate quoted should be per KM basis which inclusive of salary, wages of Driver, Helper, HSD, Fuel & lubricant, Taxes, Duties, Tool fees, Insurance, repair & maintenance etc.
- I. Earnest Money Deposit (E.M.D): **Rs. 2,000/-** for each route to be deposited in shape of Demand Draft in favor of “Samaleswari Regional Co-op. Milk Producers’ Union Ltd.” payable at Sambalpur, No tender document shall be accepted without E.M.D.
- J. The selected successful tenderer have to maintain Security Deposit of **Rs. 10,000.00** with Samaleswari Milk Union. Further security deposit of **Rs. 1,000.00** per month shall be deducted from the transporter bill and shall be refunded to the transporter on written request as per his requirement or after satisfactory completion of contract.
- K. The last date for sale of Tender paper is up to **13.30 Hrs. dtd. 28.07.2017** and last date for receipt of tender paper is up to **14.00 Hrs. dtd. 28.07.2017** The tenders will be opened at **15.00 Hrs.** on the same day at Samaleswari Milk Union office at above address.
- L. The sealed Tender must be super scribed on top of the envelope “TENDER FOR HIRE VEHICLE” and will be received at Samaleswari Milk Union above office only.
- M. Acceptance of Tender: Tenders filled in all respect must be sent to Samaleswari Milk Union by Regd. Post / person to reach within **14.00 Hrs. on dt. 28.07.2017**. Incomplete tenders and tender received after specified time will not be accepted.
- N. The Samaleswari Milk Union reserves the right to engage the vehicle in other route, addition or alteration in distance at any time for which freight will be increased / decreased proportionately.
- O. The bidder or the authorised representative to be present in the meeting shall carry the letter head with them for spot communication if required during the discussion in the Tender meeting.
- P. The Transporter should have valid Permanent Account Number (PAN Card) from Income Tax authority.
- Q. As per the rules of the Samaleswari Milk Union, the transporter will have to submit his bill in triplicate for 1st to 15th day of a month on 16th day & the bill for 16th to 30/31st day by 1st day of the next month so that the bills of all the transporters are processed at a time. The bill should be submitted along with a certificate from the route –in-charge & Unit In-charge in the prescribed format. The bills shall be paid within 7 days of submission after deduction of Income tax, any recovery & Penalties if any through Cheque/RTGS/NEFT. The Printed bill should contain PAN No, Name of route, Type of Vehicle & Vehicle Regd. number etc, as per our prescribed format.
- R. Transporter will have to make painting of OMFED logo on the body of the vehicle as per colour and design specified by us.

- S. Along with the Tender document the Transporter should produce copies of Vehicle Registration Certificate/card, Tax Receipt(In case deposited every year), Fitness, Road Permit, Insurance & Drivers Driving License (To drive Transport Vehicle).
- T. It's the duty and responsibility of Transporter to get the required statutory documentation as at "R" renewed before its expiry and submits the copies of the same to the Milk Union without fail.

Samaleswari Milk Union reserves the right to accept or reject any or all tender wholly / partly without assigning any reason thereof.

General Manager

SAMALESWARI REGIONAL COOPERATIVE MILK PRODUCERS' UNION LTD.
SAKHIPARA SARLA CANAL ROAD, DHANKAUDA, SAMBALPUR – 768001
PHONE: 0663 - 2548590, FAX: 0663 - 2548520

TENDER APPLICATION

To

General Manager,
Samaleswari Regional Co-op. Milk Producers' Union Ltd.,
Sambalpur

Sub: - Tender for Hire Vehicle

Dear Sir,

In reference to your tender published in _____ dt. _____
the following rate is quoted by me /us for engagement of my/our _____ Vehicle.

(As per Diesel Rate Rs. _____/ltr.)

Name of the Route	Type of Vehicle & Regd. No.	Rate per KM/Per bags	
		(In Rs.)	(In words)

01. Cost of tender paper **Rs. 200.00** deposited vide M.R. No. _____ dtd. _____.
02. EMD of Rs. _____ deposited vide D.D. No. _____ dtd _____
_____ of _____ Bank.
03. With variation in diesel price I will accept the rate fixed by the Samaleswari Milk Union.

I / we hereby declare that, I / we have gone through in details terms & conditions stated in tender Documents before filling up our rates & submission of the tender paper. I / we are agreeable to the abided the terms & conditions stipulated by the Samaleswari Milk Union.

Full Signature

Encl.

01. Original Tender Paper cost Money Receipt / Bank Draft for **Rs. 200.00**
02. Original Bank draft for EMD of **Rs 2,000.00.**
03. Xerox copy of the valid R.C. Book, Insurance, Fitness, Road Per mit, Tax deposited receipt & Driving License of Driver for Driving Transport Vehicle etc.
04. Xerox copy of the PAN Card & Voter Identity Card.

Name: _____

Address _____

Tel. No. _____

(On selection, the Contractor to be executed the following agreement on Non-Judicial Stamp Paper worth Rs.20)

DRAFT AGREEMENT

THIS AGREEMENT is made on this day of at Sambalpur between (1) “ **The Samaleswari Regional Co-operative Milk Producers’ Union Ltd**”, an central Co-operative Body registered under the Co-operative Societies Act 1963 (under Act No.2) Vide Regd. No.06/SM dated 06.03.1976 and having its registered office at Sakhipara Sarla Canal Road, Dhankauda, Sambalpur, ODISHA (hereinafter referred to as the **Samaleswari Milk Union**), (which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns).

AND

(2) (Hereinafter referred as the **Transporter**) having permanent address at, (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns).

AND WHEREAS, The Samaleswari Milk Union is interested to hire transport vehicles of different carrying capacity for engagement of Vehicle in the Milk Route namely

_____.

AND WHEREAS, The Transporter is agreed to provide and operate his vehicle. Model... with carrying capacity M.T. for above purpose at of the Samaleswari Milk Union in consideration of to and fro Charges @ Rs...../- (Rupees.....only) per KM under the terms and conditions mentioned hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The Transporter shall operate the vehicle as per requirement of the Samaleswari Milk Union at any time at the freight rate indicated above linked with current diesel price at Sambalpur i.e. Rs...../(Rupees.....only) per liter which will increase or decrease prorata on every change of retail diesel price at Sambalpur. Such increase or decrease in freight charge will be admissible subject to claim of the transporter along with supporting documents i.e. proof of change in diesel price and bills therefore.
2. This agreement is valid for a period of and commencing from..... Subject to the transporter abiding by the terms of the contract. The agreement period shall be extended or reduced as per the discretion of the Samaleswari Milk Union.
3. The Samaleswari Milk Union shall at any point of time make necessary/ rescheduling of the route allotted in favour of the transporter as mentioned herein keeping in view its business requirement and convenience. On such change/rescheduling of the route; the agreed freight shall change accordingly basing on prevailing rate offered by the Samaleswari Milk Union as mentioned herein.

4. The Transporter shall have to comply the statutory requirements in respect of men and machine (vehicles) deployed by him for performance of the contract as provided under various Acts and Rules like ESI, EPF, Factory Act, OMV Act, Income Tax Act etc and have insurance and ensure that staff deployed by him are well versed with the provisions of the OMV Act as well as road traffic.
5. Transporter will have to make painting of OMFED logo on the body of the vehicle as per color and design specified by us.
6. The transporter shall intimate any change of staff and the vehicle whenever so necessitated either on instruction from the Samaleswari Milk Union side or due to business requirement of the transporter. The transporter shall also ensure that the statutory requirements under various Acts and Rules are complied while making such changes.
7. The Transporter will be fully responsible for the loss sustained or damage caused to men and materials of the Samaleswari Milk Union or third party by the vehicle or personnel deployed by the transporter and indemnify for such type of losses/damages. The transporter shall also arrange for immediate replacement of the vehicle in the event of accident of the vehicle deployed by him after intimating both orally and in writing to Officials of Samaleswari Milk Union and ensure that the service is not affected due to such accident.
8. The Transporter shall lodge claim within seven days of the billing period, which will be settled by the Samaleswari Milk Union subject to deduction of any tax at source, Security, recovery for any loss or damage required to be deducted by the Samaleswari Milk Union under Income Tax Act, 1961 or any other act and Rules time being in force.
9. The transporter shall engage the vehicle in good running and road worthy condition. The vehicle staff deployed by the transporter should possess adequate knowledge on prevailing Rules and Regulations applicable for operation of transport vehicles. The transporter shall ensure that the vehicle staffs are well mannered and courteous in their approach. There shall be no employer and employee relationship between the Samaleswari Milk Union and, Transporter and /or its staff. The Transporter shall provide the identity of the staff to be engaged beforehand to the Samaleswari Milk Union.
10. It's the duty and responsibility of Transporter to get the all statutory required documentation i.e Vehicle Registration Certificate/card, Tax Receipt(In case deposited every year), Fitness, Road Permit, Insurance & Drivers Driving Licence(To drive Transport Vehicle) etc renewed before its expiry and submit the copies of the same to the Milk Union without fail.
11. The Transporter shall ensure that its staff are not of criminal background, and do not have any pending criminal proceeding against them. In the event of any deviation, the Samaleswari Milk Union shall have the right to debar the staff from its activities and on intimation; the transporter shall have to discharge them off from their work immediately. The agreement shall stand terminated in the event of any unpleasant situation created by the Transporter/s and / or his staff/s inside and /or outside the dairy premises, and the security/EMD be forfeited besides imposition of further penalty.

12. The Samaleswari Milk Union shall debar the transporter and its staff from entering into the operational area/premises of the Samaleswari Milk Union if it is so suspected or found involved in the activities like theft, fraud, dishonesty and unholy nexus with the security personnel or corrupt officials of the Samaleswari Milk Union and misbehaving with the officials of the Samaleswari Milk Union.
13. The Samaleswari Milk Union shall recover the cost of losses and damages caused/ sustained arising out of such type of above mentioned activities besides penalty from the pending claims of the Transporter.
14. The Transporter shall carry the Milk, Milk Can, cattle feed, Medicine, MTE, letters, documents, cash etc. of the Samaleswari Milk Union from the delivery point and deliver the same to the addressee/ consignee, any other place, as per the instruction of the Samaleswari Milk Union or any authorized official of the Samaleswari Milk Union in the specified route with due acknowledgement.
15. The Samaleswari Milk Union shall have absolute right to check the vehicle at any time during the process of transportation/ loading either through its designated officials/ securities and impose penalty in the event of detection of fraudulent which may lead to imposition of penalty/ termination/ cancellation of the agreement as will be decided by the Samaleswari Milk Union.
16. Any loss or damage caused to the Samaleswari Milk Union or any pilferage, theft etc during the process of transportation shall be recovered from the claim of the Transporter. The cost to be recovered in the event of any loss of containers and products are as under:
17. The transporter's vehicles shall report in time in the Milk route. In case of delay for the reasons whatsoever, the Samaleswari Milk Union shall have the right to engage any other vehicle as per its convenience to meet the requirement and deduct cost thereof including any other loss sustained due to such delay from the claim of the transporter.
18. The Samaleswari Milk Union shall recover the loss sustained if any loss by way of penalty imposed by the indenting persons/ institutions including the Military establishments from the transporter in view of delay in delivery or non-delivery of materials.
19. The Transporters shall not use his vehicles for any other activities like transportation of materials other than that of the Samaleswari Milk Union or passengers while carrying goods of Samaleswari Milk Union or returning en-route. If the transporter is found engaged in such type of activities then the Samaleswari Milk Union shall have the right to impose penalty up to Rs.1000/- per instance which may also lead to cancellation of agreement.
20. The transporter shall not have any right to assign/transfer the right to operate vehicle under this agreement. In case of break down of the engaged vehicles, the transporter shall have to take prior permission to engage any other vehicle as a replacement for a temporary period only. In such case, the transporter shall be liable for all the acts and payments of the replaced vehicle.
21. The Transporter or its staffs will not involve directly or indirectly on strike individually or jointly to affect the business of Samaleswari Milk Union in any manner. If such situation arises, the Transporter or his staff will be liable for the loss with penal action as per law including termination of contract.
22. In the event of either party failing to act in accordance with the provisions of the agreement, the aggrieved party shall at the first instance try to settle the dispute mutually and amicably without affecting to the spirit of the agreement, failing such attempt, the

same shall be referred to the Arbitration and the Arbitrator is the General Manager, Samaleswari Milk Union Ltd. by either party, and the decision of Arbitrator –cum- General Manager, Samaleswari Regional Co-op. Milk Producers Union Ltd. shall be final.

23. Either party shall have the right to part from this agreement by giving at least 1(one) month prior notice in writing on other.
24. The Transporter shall maintain Security Deposit of **Rs. 10,000.00** with Samaleswari Milk Union. Further security deposit of **Rs. 1,000.00** per month shall be deducted from the transporter bill and shall be refunded to the transporter on written request as per his requirement or after satisfactory completion of contract period.
25. If the transporter violates any of the terms and conditions this Agreement and detail tender Notice, the Samaleswari Milk Union can terminate the contract and the Security will be forfeited pending finalisation of bills. In case of any, dispute pertaining to this agreement the jurisdiction of Civil Court at Sambalpur will only apply.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET THEIR HANDS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN:

By and for the transporter
Signature of the Transporter

for and on behalf of

Full Name: _____

Address _____

Telephone No.:

*THE SAMALESWARI REGIONAL COOPERATIVE
MILK PRODUCERS' UNION LTD.*

In the presence of:

In the presence of:

1. _____

1. _____

2. _____

2. _____

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TENDER FOR ENGAGEMENT OF VEHICLES
FOR

_____ MILK ROUTE

Cost of Tender Documents – Rs. 200.00 for each route

Submission of fill in Tender Documents

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Address: _____

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Mobile No. : _____ E-mail Id: _____

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Sl. No.	Name of the Route	Proposed Type & Capacity of Vehicle.	Approximate (to & fro) running Kilometer per Day
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N.B.: The above KM may increase and decrease as per the requirement of the Samaleswari Milk Union at any point of time and shall be intimated to the transporter.

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General Manager

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General Manager

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TENDER APPLICATION

To

General Manager,
Samaleswari Regional Co-op. Milk Producers' Union Ltd.,
Sambalpur

Sub: - Tender for Hire Vehicle

Dear Sir,

In reference to your tender published in _____ dt. _____
the following rate is quoted by me /us for engagement of my/our _____ Vehicle.

(As per Diesel Rate Rs. _____/ltr.)

Name of the Route	Type of Vehicle & Regd. No.	Rate per KM/Per bags	
		(In Rs.)	(In words)

01. Cost of tender paper **Rs. 200.00** deposited vide M.R. No. _____ dtd. _____.
02. EMD of Rs. _____ deposited vide D.D. No. _____ dtd _____ of _____ Bank.
03. With variation in diesel price I will accept the rate fixed by the Samaleswari Milk Union.

I / we hereby declare that, I / we have gone through in details terms & conditions stated in tender Documents before filling up our rates & submission of the tender paper. I / we are agreeable to the abided the terms & conditions stipulated by the Samaleswari Milk Union.

Full Signature

Encl.

01. Original Tender Paper cost Money Receipt / Bank Draft for **Rs. 200.00**
02. Original Bank draft for EMD of **Rs 2,000.00.**
03. Xerox copy of the valid R.C. Book, Insurance, Fitness, Road Per mit, Tax deposited receipt & Driving License of Driver for Driving Transport Vehicle etc.
04. Xerox copy of the PAN Card & Voter Identity Card.

Name: _____

Address _____

Tel. No. _____

(On selection, the Contractor to be executed the following agreement on Non-Judicial Stamp Paper worth Rs.20)

DRAFT AGREEMENT

THIS AGREEMENT is made on this day of at Sambalpur between (1) “ **The Samaleswari Regional Co-operative Milk Producers’ Union Ltd**”, an central Co-operative Body registered under the Co-operative Societies Act 1963 (under Act No.2) Vide Regd. No.06/SM dated 06.03.1976 and having its registered office at Sakhipara Sarla Canal Road, Dhankauda, Sambalpur, ODISHA (hereinafter referred to as the **Samaleswari Milk Union**), (which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns).

AND

(2) (Hereinafter referred as the **Transporter**) having permanent address at, (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns).

AND WHEREAS, The Samaleswari Milk Union is interested to hire transport vehicles of different carrying capacity for engagement of Vehicle in the Milk Route namely

_____.

AND WHEREAS, The Transporter is agreed to provide and operate his vehicle. Model... with carrying capacity M.T. for above purpose at of the Samaleswari Milk Union in consideration of to and fro Charges @ Rs...../- (Rupees.....only) per KM under the terms and conditions mentioned hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The Transporter shall operate the vehicle as per requirement of the Samaleswari Milk Union at any time at the freight rate indicated above linked with current diesel price at Sambalpur i.e. Rs...../(Rupees.....only) per liter which will increase or decrease prorata on every change of retail diesel price at Sambalpur. Such increase or decrease in freight charge will be admissible subject to claim of the transporter along with supporting documents i.e. proof of change in diesel price and bills therefore.
2. This agreement is valid for a period of and commencing from..... Subject to the transporter abiding by the terms of the contract. The agreement period shall be extended or reduced as per the discretion of the Samaleswari Milk Union.
3. The Samaleswari Milk Union shall at any point of time make necessary/ rescheduling of the route allotted in favour of the transporter as mentioned herein keeping in view its business requirement and convenience. On such change/rescheduling of the route; the agreed freight shall change accordingly basing on prevailing rate offered by the Samaleswari Milk Union as mentioned herein.

4. The Transporter shall have to comply the statutory requirements in respect of men and machine (vehicles) deployed by him for performance of the contract as provided under various Acts and Rules like ESI, EPF, Factory Act, OMV Act, Income Tax Act etc and have insurance and ensure that staff deployed by him are well versed with the provisions of the OMV Act as well as road traffic.
5. Transporter will have to make painting of OMFED logo on the body of the vehicle as per color and design specified by us.
6. The transporter shall intimate any change of staff and the vehicle whenever so necessitated either on instruction from the Samaleswari Milk Union side or due to business requirement of the transporter. The transporter shall also ensure that the statutory requirements under various Acts and Rules are complied while making such changes.
7. The Transporter will be fully responsible for the loss sustained or damage caused to men and materials of the Samaleswari Milk Union or third party by the vehicle or personnel deployed by the transporter and indemnify for such type of losses/damages. The transporter shall also arrange for immediate replacement of the vehicle in the event of accident of the vehicle deployed by him after intimating both orally and in writing to Officials of Samaleswari Milk Union and ensure that the service is not affected due to such accident.
8. The Transporter shall lodge claim within seven days of the billing period, which will be settled by the Samaleswari Milk Union subject to deduction of any tax at source, Security, recovery for any loss or damage required to be deducted by the Samaleswari Milk Union under Income Tax Act, 1961 or any other act and Rules time being in force.
9. The transporter shall engage the vehicle in good running and road worthy condition. The vehicle staff deployed by the transporter should possess adequate knowledge on prevailing Rules and Regulations applicable for operation of transport vehicles. The transporter shall ensure that the vehicle staffs are well mannered and courteous in their approach. There shall be no employer and employee relationship between the Samaleswari Milk Union and, Transporter and /or its staff. The Transporter shall provide the identity of the staff to be engaged beforehand to the Samaleswari Milk Union.
10. It's the duty and responsibility of Transporter to get the all statutory required documentation i.e Vehicle Registration Certificate/card, Tax Receipt(In case deposited every year), Fitness, Road Permit, Insurance & Drivers Driving Licence(To drive Transport Vehicle) etc renewed before its expiry and submit the copies of the same to the Milk Union without fail.
11. The Transporter shall ensure that its staff are not of criminal background, and do not have any pending criminal proceeding against them. In the event of any deviation, the Samaleswari Milk Union shall have the right to debar the staff from its activities and on intimation; the transporter shall have to discharge them off from their work immediately. The agreement shall stand terminated in the event of any unpleasant situation created by the Transporter/s and / or his staff/s inside and /or outside the dairy premises, and the security/EMD be forfeited besides imposition of further penalty.

12. The Samaleswari Milk Union shall debar the transporter and its staff from entering into the operational area/premises of the Samaleswari Milk Union if it is so suspected or found involved in the activities like theft, fraud, dishonesty and unholy nexus with the security personnel or corrupt officials of the Samaleswari Milk Union and misbehaving with the officials of the Samaleswari Milk Union.
13. The Samaleswari Milk Union shall recover the cost of losses and damages caused/ sustained arising out of such type of above mentioned activities besides penalty from the pending claims of the Transporter.
14. The Transporter shall carry the Milk, Milk Can, cattle feed, Medicine, MTE, letters, documents, cash etc. of the Samaleswari Milk Union from the delivery point and deliver the same to the addressee/ consignee, any other place, as per the instruction of the Samaleswari Milk Union or any authorized official of the Samaleswari Milk Union in the specified route with due acknowledgement.
15. The Samaleswari Milk Union shall have absolute right to check the vehicle at any time during the process of transportation/ loading either through its designated officials/ securities and impose penalty in the event of detection of fraudulent which may lead to imposition of penalty/ termination/ cancellation of the agreement as will be decided by the Samaleswari Milk Union.
16. Any loss or damage caused to the Samaleswari Milk Union or any pilferage, theft etc during the process of transportation shall be recovered from the claim of the Transporter. The cost to be recovered in the event of any loss of containers and products are as under:
17. The transporter's vehicles shall report in time in the Milk route. In case of delay for the reasons whatsoever, the Samaleswari Milk Union shall have the right to engage any other vehicle as per its convenience to meet the requirement and deduct cost thereof including any other loss sustained due to such delay from the claim of the transporter.
18. The Samaleswari Milk Union shall recover the loss sustained if any loss by way of penalty imposed by the indenting persons/ institutions including the Military establishments from the transporter in view of delay in delivery or non-delivery of materials.
19. The Transporters shall not use his vehicles for any other activities like transportation of materials other than that of the Samaleswari Milk Union or passengers while carrying goods of Samaleswari Milk Union or returning en-route. If the transporter is found engaged in such type of activities then the Samaleswari Milk Union shall have the right to impose penalty up to Rs.1000/- per instance which may also lead to cancellation of agreement.
20. The transporter shall not have any right to assign/transfer the right to operate vehicle under this agreement. In case of break down of the engaged vehicles, the transporter shall have to take prior permission to engage any other vehicle as a replacement for a temporary period only. In such case, the transporter shall be liable for all the acts and payments of the replaced vehicle.
21. The Transporter or its staffs will not involve directly or indirectly on strike individually or jointly to affect the business of Samaleswari Milk Union in any manner. If such situation arises, the Transporter or his staff will be liable for the loss with penal action as per law including termination of contract.
22. In the event of either party failing to act in accordance with the provisions of the agreement, the aggrieved party shall at the first instance try to settle the dispute mutually and amicably without affecting to the spirit of the agreement, failing such attempt, the

same shall be referred to the Arbitration and the Arbitrator is the General Manager, Samaleswari Milk Union Ltd. by either party, and the decision of Arbitrator –cum- General Manager, Samaleswari Regional Co-op. Milk Producers Union Ltd. shall be final.

23. Either party shall have the right to part from this agreement by giving at least 1(one) month prior notice in writing on other.
24. The Transporter shall maintain Security Deposit of **Rs. 10,000.00** with Samaleswari Milk Union. Further security deposit of **Rs. 1,000.00** per month shall be deducted from the transporter bill and shall be refunded to the transporter on written request as per his requirement or after satisfactory completion of contract period.
25. If the transporter violates any of the terms and conditions this Agreement and detail tender Notice, the Samaleswari Milk Union can terminate the contract and the Security will be forfeited pending finalisation of bills. In case of any, dispute pertaining to this agreement the jurisdiction of Civil Court at Sambalpur will only apply.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET THEIR HANDS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN:

By and for the transporter
Signature of the Transporter

for and on behalf of

Full Name: _____

Address _____

Telephone No.:

*THE SAMALESWARI REGIONAL COOPERATIVE
MILK PRODUCERS' UNION LTD.*

In the presence of:

In the presence of:

1. _____

1. _____

2. _____

2. _____