



THE ODISHA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED
D- 2, SAHID NAGAR, BHUBANESWAR – 751007
PHONE: 0674-2546121, 2540417

**TENDER FOR ENGAGEMENT OF VEHICLE
FOR
TRANSPORTATION OF MILK & MILK PRODUCTS FOR NUAPADA- KHARIAR
ROAD VIA LATHOR & KHAPRAKHOL ROUTE OF
BHAWANIPATNA DIARY**

Submission of filled in Tender Documents:- Up to 2.00 PM on 24 /03 /2020

Opening of Tender:- 3.00 PM on 24 / 03 /2020

Name of Tenderer: _____

Address: _____

Telephone No: _____

**Cost of Tender Document – Rs.560/-
(Including 12% GST)**

THE ODISHA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED
Bhawanipatna Dairy, Bhangabari, Bhawanipatna-766001, MOB-9437633825

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THE ODISHA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED
Bhawanipatna Dairy, Bhangabari, Bhawanipatna-766001
MOB-9437633825

TENDER NOTICE FOR ENGAGEMENT OF TRANSPORTER

OMFED invites sealed tender from transporters for transportation of 2000 ltr. of Milk & Milk product and other allied products of OMFED in Insulated vehicle from **Bhawanipatna Dairy to Nuapada - Khariar Road via Lathor & Khaprakhol** on hire basis for a contract period of **3 (Three) years**.

Tender documents can be purchased from, OMFED Bhawanipatna Dairy, Bhangabari, Bhawanipatna – 766001 on any working days between **10.30 AM – 1.30 PM from 04.03.2020 to 24.03.2020 on payment of Rs. 560/- (Rupees Five Hundred Sixty only)** in cash or in shape of Demand Draft drawn in favour of OMFED payable at Bhawanipatna. The tender document can also be down loaded from our website www.omfed.com and submitted on the due date along with the tender paper cost of **Rs.560/-** in shape of Demand Draft.

Filled in tender document along with EMD amounting Rs.5, 000/- should reach on **24.03.2020** by **2.00 PM** and will be opened on the same day at **3.00 PM**. at OMFED Bhawanipatna Dairy, Bhangabari, Bhawanipatna – 766001, in presence of the interested bidders. Tenders without EMD or incomplete in any manner shall not be accepted. The EMD of the bidder those who will withdraw from the tender process or will not engage the vehicle after getting the work order in such cases the EMD will be forfeited. The EMD to the unsuccessful bidders will be refunded on written application after completion of the tender process. The successful bidders having non-insulated vehicles will be given one month time from the date of our order to INSULATE the same as only insulated vehicle will be allowed to run in the routes. For any clarification please contact Superintendent (Marketing) in above mobile no.

OMFED reserves the right to accept or reject any or all tenders without assigning any reason thereof.

PLANT MANAGER
BHAWANIPATNA DAIRY

THE ODISHA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED
Bhawanipatna Dairy, Bhangabari, Bhawanipatna-766001, Mob-9437633825

ELIGIBILITY CRITERIA OF BIDDER

1. The Bidder should have own vehicle/leased vehicle
2. If own vehicle, the bidder should produce the vehicle registration document (R.C. Book), in case of leased vehicle the bidder produce lease agreement as well as power of attorney.
3. Submission of vehicle Fitness certificate issued by Transport authority with other statutory documents.
4. Insurance of the vehicle.
5. Ensure engagement of Insulated vehicle if not insulated the selected bidder should give undertaking to make the vehicle insulation within a month from the date of work order.
6. Preference will be given those have similar type of experience in milk transportation or FMCG products duty.
7. The bidder should have own PAN card copy and ADHAR card copy.
8. The bidder may submit the record in respect of having number of vehicles and drivers at his disposal so as to ensure for plying the vehicle, in case of breakdown of original vehicle.

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Please submit photo copy of the above required document duly signed by the bidder.



THE ODISHA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED
Bhawanipatna Dairy, Bhangabari, Bhawanipatna-766001, Mob-9437633825

IMPORTANT INSTRUCTIONS

Sealed Tenders are invited from the transporters, vehicle owners, and transport agencies for transportation of OMFED Milk & Milk products and allied products as per below mentioned routes for a period of Three (03) years.

Bhawanipatna Dairy to Nuapada- Khariar Road via Lathor & Khaprakhol

- The rate quoted should be per trip. (Inclusive of toll gate charge/ parking fee if any)
- The vehicle has to carry Milk & Milk products and other allied products from Bhawanipatna Dairy to the allotted routes which may increase from time to time.

Details of Operational Area

Vehicle No.	Name of the Route	Carrying capacity in Kg of the insulated vehicle	Approx. Route length in km. (To & Fro)	Reporting Time	Remarks
1	Bhawanipatna Dairy to Nuapada- Khariar Road via Lathor & Khaprakhol	2000/Trip	366 Km	10 PM	

The vehicle has to carry milk with equivalent no. of crates (one crate carry 10 ltrs. of milk & weight of one crate is 1 Kg approx.).

- The tender documents can be obtained from OMFED Bhawanipatna dairy, Bhangabari, Bhawanipatna – 766001 on payment of Rs. 560/- (Rupees Five Hundred Sixty only) (Non-refundable) in cash or D.D. drawn in favour of OMFED payable at Bhawanipatna. The tender paper will be sold on any working days from **04.03.2020 to 24.03.2020 from 10.30 AM. to 1.30 PM**
- The tender documents can also be downloaded from our website www.omfed.com in such case the cost of Tender documents must be deposited in Demand Draft at OMFED Bhawanipatna Dairy.
- Earnest Money Deposit (E.M.D): Rs. 5,000/- to be deposited in shape of Demand Draft in favour of OMFED payable at Bhawanipatna. No tender document shall be accepted without E.M.D.
- The rate quoted should be per Trip (To & Fro) for insulated vehicles.
- The loading and unloading at Dairy Dock and distribution point is at transporter risk and cost.



THE ODISHA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED
Bhawanipatna Dairy, Bhangabari, Bhawanipatna-766001, Mob-9437633825

- No tender document shall be accepted without E.M.D. The selected successful tenderer have to deposit Security in shape of DD/Bankers Cheque/ Account Transfer duly pledged in favour of OMFED, Bhawanipatna for Rs. 10,000/- or Convert the EMD to Security Deposit. The same will be refunded to the transporter on written request after satisfactory completion of contract.
- The last date for sale of Tender paper is up to **1.30 PM. dtd.24.03.2020** and date for receipt of tender paper is up to 2.00 PM. dtd.**24.03.2020** .The tender will be opened on the same day at 3.00 PM . at OMFED Bhawanipatna Dairy, Bhawanipatna.
- The sealed Tender must be super scribed on top of the envelope **TENDER FOR TRANSPORTATION of Milk & Milk product and other allied products** and will be received at OMFED Bhawanipatna Dairy, Bhawanipatna.
- **Acceptance of Tender:** Tenders filled in all respect must be sent to OMFED Bhawanipatna Dairy, Bhawanipatna. – 766001 in person to reach within 2.00 PM Hrs. on **24.03.2020**. Incomplete tenders and tender received after specified date & time will not be accepted.
- The Federation reserves the right to engage the vehicle in other route, in addition or alteration in distance at any time for which freight will be increased / decreased.
- The bidder or the authorized 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.
- The transporter vehicle staffs have to collect cash from their allotted route and to deposit the same with our concern marketing in charge/ route in charge if required.
- For change in retail diesel price effective at Bhawanipatna, the consumption of diesel for different carrying capacity vehicle will be considered as below.

Carrying capacity of vehicle (insulated)	Approved fuel consumption per lit.
2000 Litre.	08 km.
1600 Litre.	10 Km.

Illustrated example

The basis of calculation for change in transportation rate due to revision in diesel price is given below as example.

Type of vehicle → 1600 ltr. Capacity	Revised transportation cost will be (252 KM/10 KMxRs.2/-) + Existing Transportation rate
Fuel consumption → 10 KM per liter	
Route distance (Tendered KM) → 252 KMs	
Diesel price hiked → Rs. 2/- per liter	

- The same procedure will also be adopted for any decrease in diesel price.
- Effective Date- Diesel price is now revised on daily basis the average fuel price during the claimed bill period will be taken in to consideration for revision of transportation rate.
- The rate quoted per Trip shall be quoted as per the specified format enclosed.
- The bidder has to submit full set of Tender Documents duly signed in each paper of Tender Document. OMFED reserves the right to accept or reject any or all tender wholly/partly without assigning any reason thereof.

Plant Manager, Bhawanipatna Dairy



TERMS & CONDITIONS OF TENDER.

1. 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.
2. The Federation 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 Federation as mentioned herein.
3. The transporter shall intimate any change of staff and the vehicle whenever so necessitated either in instruction form the Federation side or due to business requirement under various Acts and Rules are complied while making such changes.
4. The Transporter will be fully responsible for the loss sustained or damage caused to men and materials of the Federation or third party by the vehicle or personal 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 Head of marketing Division and ensure that the service is not affected due to such accident.
5. **Billing:-** As per the rules of OMFED prevailing at present, the transporter have to submit 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 in time . The bill should be submitted along with a certificate from the route –in-charge in the prescribed format. The 15 day bills will be paid on or before 7th & 22nd day of every month. The Printed bill should contain PAN No, Name of route, Type of Vehicle & Vehicle Regd. number etc, as per our prescribed format. The transport bills will be paid after deduction of Income tax, recovery of all Omfed dues & Penalties if any. If the bill is not received in time, it will be considered for payment, during processing of bills of all the transporters in the next month. Payment will always be made through account payee cheques in the name of our approved Transporter only or credited to their bank accounts as fund transfer.
6. The transporter shall lodge claim within seven days of the billing period, which will be settled by the Federation subject to deduction of any tax at source, required to be deducted by the Federation under Income tax Act, 1961 or any other act and Rules time being in force.
7. **Vehicle Condition & Insulation:** - As per terms of this tender, Omfed requires only Insulated vehicles. It is a prerequisite & Omfed will not pay anything extra for the purpose & nothing can be claimed on the ground that the transporter had insulated the vehicle as per our advice. Transporters, who have already got insulated vehicles & having experience in successful operation in Milk routes, may indicate the same in their Tender. They have to attach their experience certificate in this effect. But if the successful transporters do not possess insulated vehicle, he will have to insulate it within 1 month of receiving our order. He will be paid at 90% of the order rate for the period of use of non-insulated vehicle. Similarly if the insulated vehicle is disturbed due to breakdown or accident or any other reason, the insulated vehicle will have to be brought back into service at the earliest, failing which, he will be paid at the rate for non-insulated vehicles (90%) & for continuance of such service over 15 days, Omfed may cancel the order & engage insulated vehicle of other transporters in this route for ensuring supply of good quality Milk & Milk products to the customers. After insulation, the vehicle to be painted with Omfed approved colour & design. Since milk & other allied products is of emergency nature, the vehicle should fix a board with writ It is essential to prevent frequent detention of the vehicle should fix a board with writing “Essential Commodity not to be detained”. The Transporter will have to pay the cost of painting to the Omfed approved painter at Omfed approved rate The vehicle should be in good condition & possess valid fitness certificate The certified Xerox copy of RC Book , purchase document , fitness certificate, up to date road tax payment receipt, Insurance, driver’s DL are essential to be submitted with the tender. The original documents may be called for verification before tender finalization.



- 8.** GPS tracking system to be installed & Omfed branding to be done in the vehicles at own cost of the transporters before plying the vehicles at the Dairy.
- 9.** The **QUOTED RATE** in the tender must be inclusive of all charges for successful completion milk transportation during the entire period of contract i.e fuel, lubricant, salary of driver & helper, road tax and insurance of the vehicle, the fees towards Driving License of the driver, expenses towards repair maintenance of the vehicle, loading of milk and milk products in Dairy and unloading the same at respective booths, arrangement of alternative vehicles during break down / accident / any other exigencies etc, Charges towards other State permission (for the original vehicle/s) wherever required, Toll / Bridge / Road charges by Municipality / NAC/ Panchayat or other local body charges on the way. It also includes all other charges, whether existing or newly implemented on the way and which are required for successful milk transportation, although not specifically mentioned herein
- 10.** 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 Federation 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.
- 11.** The Federation shall debar the transporter and its staff from entering into the operational area/ premises of the Federation 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 Federation and misbehaving with the officials of the Federation.
- 12.** The Federation 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. The penalty shall be 10 times of losses or damages in the event of theft/ loss up to 10 pkts. (1/2 ltr. Each) and the penalty amount be as will be decided by Chairman cum Managing Director, OMFED if the theft/ loss so exceeds more than 10 packets.
- 13.** The Transporter shall carry the milk and other allied products up to the body height of the vehicle, truck sheet, letter, documents, cash etc. of the federation from the delivery point and deliver the same to the address / consignee, wholesalers, retailers, marketing parlours or any other place, as per the instruction of the marketing In-Charge /Plant
- 14.** Manager or any authorized official of the Federation in the specified route with due acknowledgement. The transporter on return journey will collect the truck sheet duly filled and any other times from the marketing and handover to the concerned Officer/ Shift In charge. The transporter shall also have to collect cash / cheque from the agents and deposit same with the concerned authority / bank as per instruction whenever so required from time to time. In the event of default on the part of the transporter to deposit the cash / cheque in time, the same shall be recovered along with penalty thereof from his pending claims.
- 15.** The transporter/s vehicle shall take the delivery of Milk / other products as per Delivery Challan/ Invoice from the delivery point (i.e. dairy dock) after proper counting. Neither the transporter nor his staff shall have entry beyond deliver y point.
- 16.** The transporter's vehicle shall report at dairy dock as per the loading and unloading schedule of the vehicle and immediately leave the dairy premises after loading and unloading of the vehicle at dairy dock as per the case may be under no circumstances the vehicle will be allowed to be parked inside the plant premises before or after the loading/ unloading accepting time required for the purpose.
- 17.** The Federation shall have absolute right to check the vehicle at any time during the process of transportation/ loading either through its vehicle at any time during the process of transportation/ loading either through its designed officials/ securities and impose penalty in the event of detection of milk/ other products in excess of quantity mentioned in



the delivery Challan/ Invoice during such checking/ searching, which may lead to imposition of penalty / termination/ cancellation of the agreement as will be decided by the Federation.

18. The transporter shall return the duly filled in & acknowledged Truck Sheets along with all returnable Containers (like crates, cans etc.) in good condition to the designated official of the dairy. Any loss or damage caused containers, 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:-

- | | | |
|-------|----------------------------|--------------------------------------|
| (i) | For Crate | : Actual Landing cost of Crate. |
| (ii) | For lost/ damaged products | : Retailers price of the products |
| (iii) | For non-delivery of Milk | : 10% penalty of the Retailers Price |

19. The transporter's vehicles shall report to the designated officials of the dairy in time as specified by the marketing In-charge of the dairy. In case of delay for the reasons whatsoever, the Federation shall have right to engage any other vehicle as per its convenience due to such delay from the claim of the transporter.

20. The Federation 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 the cost will be allowed in delivery of non-delivery of materials.

21. The transporters shall not use his vehicles for any other activities like transportation of materials other than that of the Federation or passengers while activates like transportation of materials other than that of the Federation or passengers while carrying goods of OMFED or returning en-route. If the transporter is found engaged in such type of activates then the Federation shall have the right to impose penalty up to Rs-1000/- per instance which may also lead to cancellation of agreement.

22. The transporter shall not have any right to assign/ transfer the right to operate vehicle under this agreement. In case of breakdown 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. In no case transshipment will be allowed.

23. The transporter or its staffs will not involve directly or indirectly on strike individually or jointly to affect the business of OMFED in any manner. If such situation arises, the Transporter the Transporter or his staff will be liable for the loss with penal action as per law including termination of contract. In case the transporter staff namely 'Driver' and 'Helper/Loader' are involved in strike or any means affecting the milk & milk product distribution, the Transporter should organize for alternate driver and/or helper in advance, so that the supply of milk & milk products should not be affected for the particular route. Failing which the transporter is liable to be penalized as per federation rules.

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 Managing Director, OMFED by either party, and the decision of M.D., OMFED 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 deposit DD/pay Order / NSC/KVP Fixed Deposit duly pledged in favour of "**OMFED, Bhawanipatna**" towards Security Deposit of **Rs-15,000/- (Rupees Fifteen Thousand Only)** which will be refundable within 45 days after the termination of the agreement and on claim by the Transporter.

25. If the transporter violates any of the terms and conditions this agreement will be terminated immediately and the security will be forfeited pending finalization of bills. In case of any, dispute pertaining to this agreement the jurisdiction of **Civil Court at Bhawanipatna will apply.**



THE ODISHA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED
Bhawanipatna Dairy, Bhangabari, Bhawanipatna-766001
MOB-9437633825

TENDER APPLICATION

To

Date: _____

**The Plant Manager
 Bhawanipatna Dairy
 At Bhangabari
 Post-Bhawanipatna
 Dist-Kalahandi PIN-766001.**

Sub: - Tender for insulated transportation rate contract for Milk & Milk Product.

Dear Sir,

In reference to your tender published in _____ dt. _____ the following rate is quoted by me /us for carrying maximum _____ Kg. of product / lit of milk. (With equivalent no of crate. Weight of one crate is 1kg approx)

**(As per Diesel Rate
 Rs. _____ / Ltr)**

Route	Milk & Product to be carried (lit)	Rate per Trip for insulated vehicle	
		(In Rs.)	(In words)
Bhawanipatna Dairy to Nuapada- Khariar Road via Lathor & Khaprakhol	2000 ltr.	(In Rs.)	(In words)

01. Cost of tender paper Rs.560.00 deposited vide M.R. No./D.D No. _____Dt.

02. EMD of Rs. _____ deposited vide D.D. No. _____Dt _____ of _____ Bank.

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 terms & conditions stipulated by the Federation.

Full Signature

- Encl: 1. Original tender paper cost Money Receipt/ Bank draft for Rs.560/-
 2. Original Bank Draft for EMD.
 3. Proof of insulation of the vehicle.
 4. Fitness certificate of the vehicle.
 5. Insurance of the vehicle.
 6. R.C. Book of the Vehicle.

Name: _____

Place _____ Mob _____

**(On selection, the contractor to be executed the following agreement on Non-judicial stamp paper worth Rs. 100/-)
DRAFT AGREEMENT**

THIS AGREEMENT is made on this day of at Bhawanipatna between

(1) “ **The Odisha state Co-operative Milk producer ‘Federation Ltd’**”, an apex Co –operative Body registered under the Co-operative societies Act 1963 (Under Act No.2) Vide Regd. No.06 dated 26.01.1980 and having its registered office at Bhawanipatna in the state of Orissa (hereinafter referred to as the **Federation**), (which expression shall unless it be repugnant to the subject of context thereof, include its successors and assigned),

AND

(2).....(here in after 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 Federation is interested to hire transport vehicles of different carrying capacity for distribution of milk and other allied products from its Bhawanipatna Dairy / operational areas to its agents, wholesalers and other agencies.

AND WHEREAS, The transporter is agreed to provide and operate his insulated vehicle having carrying **capacity of** Ltrs of milk with equivalent no of crates (one crate carries 10 ltr.

Of milk & weight of one crate is approximately 1 Kg.) For transportation and distribution of milk and other products produced and marked by the federation in **Route No** in consideration of to and fro freight Rs...../- (**Rupees** Only) per trip/KM under the terms and condition mentioned hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The Transporter shall operate the vehicle as per requirement of the Federation at any time as per quoted price in the tender which is linked with current diesel price at Bhawanipatna i.e. **Rs...../- (Rupees.....only) per liter which will increase or decrease prorate on every change** of retail diesel price at Bhawanipatna such increase or decrease in freight charge will be admissible subject to claim of the transporter along with supporting document i.e proof of change in diesel price and bills therefore. For change in retail diesel price at Bhawanipatna the consumption of diesel for different carrying capacity of the vehicle will be considered as below.

Carrying capacity if vehicle	Fuel consumption per ltr.
2000 Ltr.	8 K.M.

One km more will be considered for non insulated vehicle for above categories.

This agreement is valid for a period of **03** year commencing from _____ to _____ Subject to the transporter maintaining insulation and abiding by the terms of the subject. The agreement period shall be extended or reduced as per the discretion of the Federation.

2. The Federation 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 Federation as mentioned herein.

3. 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.



4. The transporter shall intimate any change of staff and the vehicle whenever so necessitated either in instruction form the Federation side or due to business requirement under various Acts and Rules are complied while making such changes.
5. The Transporter will be fully responsible for the loss sustained or damage caused to men and materials of the Federation or third party by the vehicle or personal 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 Head of marketing Division and ensure that the service is not affected due to such accident.
6. As per the rules of OMFED prevailing at present, the transporter have to submit 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 in time . The bill should be submitted along with a certificate from the route –in-charge in the prescribed format. The 15 day bills will be paid on or before 7th & 22nd day of every month. The Printed bill should contain PAN No, Name of route, Type of Vehicle & Vehicle Regd. number etc, as per our prescribed format. The transport bills will be paid after deduction of Income tax, recovery of all Omfed dues & Penalties if any. If the bill is not received in time, it will be considered for payment, during processing of bills of all the transporters in the next month. Payment will always be made through account payee cheques in the name of our approved Transporter only or credited to their bank accounts as fund transfer.
7. The transporter shall lodge claim within seven days of the billing period, which will be settled by the Federation subject to deduction of any tax at source, required to be deducted by the Federation under Income tax Act, 1961 or any other act and Rules time being in force.
8. 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 federation and Transporter and / or its staff. The transporter shall provide the identity of the staff to be engaged beforehand to the Federation.
9. 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 Federation 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.
10. The Federation shall debar the transporter and its staff from entering into the operational area/ premises of the Federation 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 Federation and misbehaving with the officials of the Federation.
11. The Federation 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. The penalty shall be 10 times of losses or damages in the event of theft/ loss up to 10 pkts. (1/2 ltr. Each) and the penalty amount be as will be decided by Chairman cum Managing Director, OMFED if the theft/ loss so exceeds more than 10 packets.
12. The Transporter shall carry the milk and other allied products up to the body height of the vehicle, truck sheet, letter, documents, cash etc. of the federation from the delivery point and deliver the same to the address / consignee, wholesalers, retailers, marketing parlours or any other place, as per the instruction of the marketing In-Charge / Plant
13. Manager or any authorized official of the Federation in the specified route with due acknowledgement. The transporter on return journey will collect the truck sheet duly filled and any other times from the marketing and handover to the concerned Officer/ Shift In charge. The transporter shall also have to collect cash / cheque from the agents and deposit same with the concerned authority / bank as per instruction whenever so required from time to time. In the event of default on the part of the transporter to deposit the cash / cheque in time, the same shall be recovered along with penalty thereof from his pending claims.



14. The transporter/s vehicle shall take the delivery of Milk / other products as per Delivery Challan/ Invoice from the delivery point (i.e. dairy dock) after proper counting. Neither the transporter nor his staff shall have entry beyond delivery point.

15. The transporter's vehicle shall report at dairy dock as per the loading and unloading schedule of the vehicle and immediately leave the dairy premises after loading and unloading of the vehicle at dairy dock as per the case may be under no circumstances the vehicle will be allowed to be parked inside the plant premises before or after the loading/ unloading accepting time required for the purpose.

16. The Federation shall have absolute right to check the vehicle at any time during the process of transportation/ loading either through its 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 milk/ other products in excess of quantity mentioned in the delivery Challan/ Invoice during such checking/ searching, which may lead to imposition of penalty / termination/ cancellation of the agreement as will be decided by the Federation.

17. The transporter shall return the duly filled in & acknowledged Truck Sheets along with all returnable Containers (like crates, cans etc.) in good condition to the designated official of the dairy. Any loss or damage caused containers, 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:-

- | | | |
|-------|----------------------------|--------------------------------------|
| (i) | For Crate | : Actual Landing cost of Crate. |
| (ii) | For lost/ damaged products | : Retailers price of the products |
| (iii) | For non-delivery of Milk | : 10% penalty of the Retailers Price |

18. The transporter's vehicles shall report to the designated officials of the dairy in time as specified by the marketing In-charge of the dairy. In case of delay for the reasons whatsoever, the Federation shall have right to engage any other vehicle as per its convenience due to such delay from the claim of the transporter.

19. The Federation 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 the cost will be allowed in delivery of non-delivery of materials.

20. The transporters shall not use his vehicles for any other activities like transportation of materials other than that of the Federation or passengers while activates like transportation of materials other than that of the Federation or passengers while carrying goods of OMFED or returning en-route. If the transporter is found engaged in such type of activates then the Federation shall have the right to impose penalty up to Rs-1000/- per instance which may also lead to cancellation of agreement.

21. The transporter shall not have any right to assign/ transfer the right to operate vehicle under this agreement. In case of breakdown 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. In no case transshipment will be allowed.

The transporter or its staffs will not involve directly or indirectly on strike individually or jointly to affect the business of OMFED in a any manner. If such situation arises, the Transporter 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 Managing Director, OMFED by either party, and the decision of M.D., OMFED 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 deposit DD/pay Order / NSC/KVP Fixed Deposit duly pledged in favour of "OMFED, Bhawanipatna" towards Security Deposit of Rs-15,000/- (Rupees Fifteen Thousand Only) which will be refundable within 45 days after the termination of the agreement and on claim by the Transporter.

25. If the transporter violates any of the terms and conditions this agreement will be terminated immediately and the security will be forfeited pending finalization of bills. In case of any, dispute pertaining to this agreement the jurisdiction of **Civil Court at Bhawanipatna will 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 behalf of

Full Name: _____

Address: _____

Telephone No: _____

*The Orissa State Co-Operative
Milk Producers Federation LTD.*

In the Presence of:

In the Presence of:

1. _____

1. _____

2. _____

2. _____