

TENDER DOCUMENT FOR

Hiring of Insulated Road Milk Tanker for Transportation of Liquid milk from one Dairy to other Dairy within the State of Odisha and outside State.

Including 18% GST

Cost of Tender document-Rs.1180/-

Submission of filled in Tender Document

by 2.00 PM on dt.09.02.2024

Name of the Tenderer:

**Opening at 3.00 PM
on dt.09.02.2024**

at OMFED Corporate Office, D-2, Sahid Nagar, Bhubaneswar

Address:.....

.....

.....

.....

Telephone No:.....

Fax No.

E-mail:.....

**The Odisha State Cooperative Milk Producers Federation Ltd., D-2,
Sahid Nagar, Bhubaneswar-751007.**

E-mail: dairyoperation@omfed.com Website, Website: www.omfed.com



The Odisha State Cooperative Milk Producers' Federation Ltd., D-2, Sahidnagar, Bhubaneswar-751007.

Phone No: 0674-2544576, 2546030, 2546121, 2540417, 2540273. Fax : 0674-2540974

E-mail : dairyoperation@omfed.com Website: www.omfed.com

NOTICE INVITING TENDER

Sealed tenders are invited for hiring of insulated Road Milk Tankers of 14.5KL to 18KL, 19KL to 24.5KL and 25KL to 35KL capacity for transportation of milk from different dairies of Omfed located at Balasore/Sambalpur/ Bhawanipatna/ Jeypore/Arilo to other dairies within the State of Odisha and outside State. The tender document shall be available in the OMFED website from dt.13.01.2024 to 09.02.2024 up to 2.00P.M. The tenderers may submit their tender along with documents in support of their past experience in this line and the **E.M.D. of Rs.1,00,000/-**(One lakh only), and **tender cost of Rs.1180/-**(including GST 18%) in shape of Demand Draft drawn in favour of OMFED payable at Bhubaneswar. Sealed tender cover superscribed as "Tender for hiring of Road Milk Tanker" clearly on the top corner along with EMD may be submitted on or before **dtd.09.02.2024 at 2.00 P.M.** which shall be opened **on the same day at 3.00 P.M.** For details, please visit Omfed website www.omfed.com.

The corrigendum, if required, shall only be published in Omfed website not in any other media/newspapers.

Omfed reserves the right to accept or reject any or all the tender documents or part or tender without assigning any reason thereof.

Managing Director



The Odisha State Cooperative Milk Producers' Federation Ltd.,D- 2, Sahid Nagar,Bhubaneswar-751007.

Phone No: 0674-2544576, 2546030, 2546121, 2540417, 2540273.

E-mail : dairyoperation@omfed.com Website: www.omfed.com DETAILS

Tender for	Hiring of insulated Road Milk Tanker for Transportation of Liquid milk from one Dairy to other Dairy within the State of Odisha.
Reference No.	96/DO/RMT/2024/Vol-II/
Cost of Tender Form	Rs. 1,000/- + 18% GST
Schedule – I	Terms and Conditions
Schedule – II	Eligibility Criteria
Schedule - III	EMD and Security Money
Schedule- IV	Scope and Quantity of RMT
Schedule-V	Technical Bid
Schedule-VI	Financial Bid
Contact Person	Sri Saumyendra Bhaumik, Dairy Operation , Mobile: 7440043849
Last date and time for submission of tender document	Dtd.09.02.2024 till 14.00 hours.
Date & Time for opening of Tender	Dtd.09.02.2024 at 15.00 hours.
Envelop – A	EMD – to be submitted.
Envelop – B	Technical documents to be submitted.
Envelop – C	Financial bid to be submitted.
Address for communication	Managing Director Orissa State Cooperative Milk Producers' Federation Ltd., D-2, Sahid Nagar, Bhubaneswar – 751 007. (Odisha)

Managing Director

SCHEDULE – I

Terms & Conditions:

1. 'Sealed Tenders are invited for insulated Road Milk Tankers for transportation of milk in following capacity in a 'Sealed Envelope' .
i) 14,500 to 18,000 liters (ii) 19,000 liters to 24,500liters iii) 25,000 ltrs.to 35,000 ltrs.
2. Submission of Tender: The Tender / Bid document shall be submitted in (03) Three separate envelopes- Envelope No. (1) – EMD (Part A) ,Envelope No. (2) – Technical Bid (Part -B) and Envelope No. (3) – Commercial / Price Bid (Part – C). These three envelopes are then to be placed together in one main envelope sealed and superscribing on the outside of the main envelope “Tender for Road Milk Tankers 14.5KL to 18KL,19KL to 24.5KL and 25KL to 35KL”.
3. The tenderer need to quote for the vehicle in the prescribed format enclosed as PART -II (Commercial Bid).
4. No Detention charges shall be paid at any cost.
5. The model year of the Road Milk Tanker Vehicle should not be before2014.
6. The Scope of work and quantity is mentioned in table – Annex-I.
7. The Technical details of Road Milk Tankers are enclosed as Annex-II.
8. The successful tenderer must have to execute an agreement in Non-Judicial stamp paper worth Rs. 100/-, for the engagement as Transport Contractor. The agreement will be executed only after Road Milk Tanker(s) is/are put into operation & Security Deposit is deposited. The Agreement will be made for two year.
9. The Tenderer/transporter should put his initial in all pages of the tender document. The conditions mentioned in different parts of the tender documents are co-related and explanatory to each other. If any of these points are found contradictory, OMFED decision will be final and bidding.
10. The contract period for the Road milk tanker shall be of TWO (02) years from the date of awarding of contract.
11. Any failure on the part of the tenderer in performing the contract during the contract period will render the tenderer liable for penal consequences and liquidated damages as specified in the tender agreement which also forms a part of tender document.
12. The offer of the tender in the commercial bid should be valid for a minimum period of 60 days, from the date of opening of the Tender.
13. The tenderer shall sign in every page of the tender document and shall ensure the document is complete in all respects.

14. The rate quoted by the Tenderer shall include all operating expenses (direct and indirect) permit charges, wages, vehicle insurance, Cargo insurance etc. for transporting 14.5KL to 18KL, 19KL to 24.5KL and 25KL to 35KL of milk. Toll charges shall be reimbursed separately on submission of the receipts and shall not be the part of rates quoted.
15. The Transporter understands and accepts that Milk is a perishable commodity. Therefore, milk shall be transported in the shortest possible time. On an average, subject to no entry conditions, and the like, the milk tanker should cover minimum 30 K.M. per hour. If partial tanker is sent, the minimum speed limit shall be 25 km/ hr. However, in case any tanker takes more time for covering less distance the transporter will be solely liable for any or all the losses including those arising due to rejection of milk at the destination. Accordingly, the tanker should ply continuously to the destination once it leaves the Dairy Plant premises by maintaining the aforesaid average speed and should not make unnecessary halt in transit. The company shall have discretion to put penalty on delay in travel time.
 - a) More than 2 hours with adverse effect on quality: Penalty up to total recovery of losses.
 - b) Further, the transporter has to follow the shortest route, except otherwise under abnormal circumstances.
16. Traffic jams shall be considered under normal delay, scope of the same has been made in average speed. The discretion of waiving off the penalty on account of delay in delivery, if no loss has happened to Company, shall be of Company, through its Plant Manager.
17. The Transporter shall be held responsible for the losses in Fat & SNF due to testing/ weighing variations of Fat%, SNF% and quantity of milk at dispatch and receipt of milk at the Plant. The Transporter shall be allowed a maximum negative variance (loss) on quantity of Fat and quantity of SNF in the monthly billing cycle as under.
 - i. A maximum of 0.5% loss in term of total quantity of Fat dispatched (Kgs of Fat) and a maximum of 0.5% loss in terms of quantity of SNF dispatched (Kgs of SNF) shall be allowed, during the monthly compilation. Any loss over and above limit shall be deducted from the monthly transportation bill of the Transporter. The positive or negative variation in quantity of milk are included in this method of calculation of loss/ gain of quantity of milk FAT/SNF, so no additional variance in quantity of milk shall be allowed. The gain, if any in monthly total quantity of milk Fat and/ or SNF shall not be considered for any payment to the Transporter. The gain in one component (Fat/ SNF) shall not set off loss in other component (Fat/SNF).

In case of variation at destination at the time of receiving is noted due to technical error, the Transporter shall inform the Plant Manager and then the Dairy Operation Division shall take up the matter with the dairy unit at destination point and if found correct, there shall be no deductions from transporter's bill.

18. To prove his past experience, Xerox copy of the work order and the related performance report should be submitted along with the tender.
19. The R.C. Books of the RMTs shall be in the name of the Tenderer in the case of sole owner.
20. If the Tenderer is in any partnership in force, R.C. Book shall be in the name of either the firm or one of the partners and in the case of companies the R.C. Book shall be in the name of the company (or) in the name of Director (or) duly authorized person on behalf of the company. In the case of Co-operative societies, the RC book shall be in the name of society or in the name of member of the society.
21. The documents submitted should be genuine and reflect the correct position as the tender accepting authority is guided by the documents filed by the tenderer. If any document of the successful tenderer is found to be bogus or false, apart from terminating the contract penal action will be taken for collecting liquidated damages from the tenderer.
22. The transporter shall ensure that outside of tanker remains clearly painted as per the direction of the company. Registration number plate shall be clearly painted on both sides of the tankers (Front/rear), so as to be clearly visible from distance. In addition, both side of the tanker should clearly have painted messages in big & bold letters **"RAW MIXED MILK FOR FURTHER PROCESSING AND NOT FOR SALE"**.
23. The outside cleaning of tanker is the sole responsibility of transporter/his staff.

SCHEDULE – II

02. Eligibility Criteria

1. The bidder must have required number of own Insulated RMT/Hired RMT for transportation of milk.
2. The vehicles must be new/good condition with “National Permit”.
3. The vehicles should have up to date Registration with Fitness Certificate, Insurance and PUC.
4. Drivers of the RMTs must have valid “Heavy Motor Vehicle” License.
5. Bidder should have GST Registration & PAN.
6. The bidder should not adopt unfair means for allotment of said Work Order.
7. The bidder should have similar type of experience in transporting milk in Cooperative / Private Sector.
8. Bidders should not be blacklisted in OMFED.

01. Tentative Lifting points:

- a) OMFED Dairy, Arilo-Govindpur, Dist: Cuttack
- b) Balasore Dairy, Remuna, Januganja, Dist: Balasore

- c) Sambalpur Dairy, GodabhagaDist: Sambalpur
- d) Bhawanipatna Dairy, Bhawanipatna, Dist: Kalahandi
- e) Jeypore Dairy, Umuri, Jeypore, Dist- Koraput

02: Scope of the Bidder

- a) Placement of vehicle in consultation with officer of the concerned Dairy at lifting point.
- b) Coordination for E-way bill and documents
- c) Handing over all the documents to the driver before departure of the vehicle to avoid any dispute at the check post.
- d) The Transit Insurance Policy number may be noted on the consignment note.

SCHEDULE – III

3. EARNEST MONEY DEPOSIT:

- 1. All the parties shall be required to deposit EMD of Rs. 1,00,000/- (Rupees One Lakh only) along with the tender submission paper. Without the requisite EMD the tender shall be rejected.
- 2. EMD in the form of Demand Draft (DD) drawn on any Nationalized Bank in favour of “Managing Director, The Orissa State Cooperative Milk Producers’ Federation Ltd.” payable at Bhubaneswar should reach physically in the office of MD, OMFED.
- 3. EMD of successful tenderer shall be retained till the completion of the work. No interest will be paid on this deposit for the period during which the deposit is kept with OMFED.
- 4. EMD of the bidders whose rates are not accepted will be returned within 30 days from the date of tender opening.

4. SECURITY MONEY:

EMD of successful bidders will be converted to Security Deposit. As per order condition, the tenderer / transport agency shall have to deposit the differential Security amount in OMFED within 15 days of receipt of the order. The EMD of unsuccessful bidder will be refunded by a/c payee cheque within 90 days from the date of opening of the tenders against their written application. If any party is awarded with the order but does not respond/operate within the given time or deposits the differential SD, his EMD/SD will be forfeited.

- 1. The tenderer/ transport agency whose bid is selected for placement of orders will have to deposit an amount as Security deposit as below:
 - (i) Rs. 90,000/- (Rupees Ninety thousand only) per milk tanker of 14.5 KL to 18.0KL capacity in shape of DD (Demand Draft) from a Nationalized Bank in favour of “The Orissa State Cooperative Milk Producers’ Federation Ltd.” payable at Bhubaneswar. The security deposit amount shall be of the total hired Milk Tankers @ Rs. 90,000/- per tanker) which will be refunded to the transporter on written request after satisfactory completion of contract.
 - (ii) Rs. 1,20,000/- (Rupees One lakh twenty thousand only) per milk tanker of 19.0 KL to 24.5 KL capacity in shape of DD (Demand Draft) from a Nationalized Bank

in favour of “The Orissa State Cooperative Milk Producers’ Federation Ltd.” payable at Bhubaneswar. The security deposit amount shall be of the total hired Milk Tankers @ Rs.1,20,000/- per tanker) which will be refunded to the transporter on written request after satisfactory completion of contract.

- (iii) Security Money Rs.1,50,000/- (Rupees One lakh Fifty thousand only) for 25KL to 35KL tanker. Rest same.

5. Dispute arbitration & final authority.

1. Bid RejectionCriteria

A bid may be rejected if

- i. If the bidder fails to send the Earnest Money Deposit (EMD) amount within the bid due date.
- ii. If the bidder does not meet the pre-qualification/technical criteria and/or non submission of documents specified.
- iii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iv. Conflict of interest between the bidder and the OMFED is detected at any stage.

2. Disputes:

- a. The Federation and the bidder shall make every effort to resolve any dispute/disagreement in connection with the bid amicably by direct negotiation. However, the decision of Managing Director, OMFED will be final & binding in case the disagreement or dispute if not resolved by mutual negotiation.
- b. Legal dispute if any, concerning to this supply shall be subject to such courts as Exercising Civil Jurisdiction over Bhubaneswar.

Schedule -IV

Scope & Quantity of Road Milk Tankers:

ANNEXTURE -1

SCOPE OF WORK: Provide Road Milk Tankers to OMFED, Bhubaneswar, (The Odisha State Cooperative Milk Producers' Federation Ltd., D- 2, Sahid Nagar, Bhubaneswar) for transportation of milk from one dairy plant to another.

Quantity Required:

- A. ROAD MILK TANKER CAPACITY:14.5 KL to 18.0 KL - 02 Nos**
: Type: Single Compartment barrel

- B. ROAD MILK TANKER CAPACITY:19.0 KL to 24.5 KL- 04 Nos**
: Type: Single Compartment barrel

- C. ROAD MILK TANKER CAPACITY 25KL to 35 KL -03 Nos.**
: Type: Single Compartment barrel

TECHNICAL DETAILS:

1.0 FUNCTIONALREQUIREMENTS

1.1 General Description

The fixed chassis double compartment tanker would be used to transport pasteurized, chilled milk on rough surfaces and asphalt road over long distances.

1.2 Insulation:

The insulation should withstand high temperature of 98 Deg.C in place cleaning. It should not permit more than one Deg.C rise in temp.in 24hours.

1.3 CIP Lines:

There shall be single CIP connection on the man way and leading to a 2 nos. stationary spray ball of 100 mm dia. The connection shall be of 38 mm size having SMS male connection. All the CIP lines should be located inside the barrel with CIP inlet inside the dust cover. All the CIP lines should be of welded construction. The design should be such that the man way remains open during CIP cleaning.

1.4 Outlet:

The outlets should be designed for complete drainage of liquid tank barrel.

- 1.5 Inner & Outer Shell of barrel
The inner and outer shell should be of stainless steel AISI304.
- 1.6 Dust Cover: A lockable dust cover resting on dust cover bed shall be supplied. The dust cover and dust cover bed shall be AISI 304 SS sheet. The dust cover should have gasket fitted at the edge and shall also have suitable nos. of louvers to act as breathers. The hinges of dust cover shall have stopper to permit opening of the dust cover only by 100 degree angle. The dust cover shall have rubber gasket at the edge. The dust cover should open in opposite side of catwalk way.
- 1.7 Rear Platform
The rear dimpled platform shall be of AISI 304 dimpled SS sheet. The rear platform shall be welded to valve box and shall be flushed with valve box. Two grab handles; one each on either side of rear outer dished end should be provided.
- 1.8 Side Gutter cum Walk Way:
175 mm wide side gutter cum cat walk way shall be provided on both the sides, to the full length of barrel.
- 1.9 Top Walk Way:
The top walk way made from AISI 304 SS dimpled sheet with a width of 400 mm shall be provided at the top of the tanker between the two manways.
- 1.10 Side Ladders:
For access to top walk way, approach ladders fabricated from 25 mm dia SS pipes with suitable number of SS rungs should be provided on both the sides.
- 1.11 Manway
SS manway of 500 dia at top centrally located for each compartments shall be provided with slit type breathers and dust cover. The manway cover will be insulated cover made from AISI 304 SS. The manway cover shall be provided with 51 dia SS breathers for pressure and vacuum lease.
- 1.12 Dip Stick
AISI 304 quality dip stick in each compartment calibrated at 100 L interval shall be provided underneath manway cover (i.e., on the neck of manway) for each compartment.
- 1.13 CIP Arrangement

The takers shall have CIP arrangement for thorough cleaning for inner barrels. 2 nos. spray balls of 100 dia complete with cotter split pin type arrangement for in place cleaning ending into a 38 dia SS pipe shall be provided for each compartment. The spray ball shall be tight fit with the pipe. A SS 304 header to connect the both spray balls shall be provided.

1.14 Valve Box

A suitable size valve box housing two-way butterfly valves and sample bottle rack shall be provided. The valve box floor shall be provided with a drain pipe and floor shall be slopped towards drain. The valve box shall be flushed with rear platform. The AISI 304 SS sample bottles rack shall be provided which can hold six sample bottles.

1.15 Rear Bumper

A heavy duty rear bumper of MS in suitable thickness shall be provided. The width of the bumper shall be the maximum width of barrel.

1.16 Rear Mudguards

Round shape mudguards on rear wheel of the chassis shall be provided.

1.17 Painting

All the MS surfaces including MS runner, complete MS cage structure chassis etc. should be coated with two coats of anti- corrosive primer after de-rusting and degreasing. All the visible MS surfaces and Mudguards shall be coated with two coats of automobile paint of oxford blue colour.

1.18 Sealing System

The Sealing System of valve box and manhole shall be as per OMFED requirement.

GENERAL TERMS AND CONDITIONS

1. Installation of Fastag installation is mandatory. Toll tax against and levies (except over loading charges) shall be reimbursed by the OMFED on actual basis subject to submission of account statement / original receipt along with the bill.
2. Per k.m. rate basis shall be increased or decreased proportionately depending upon the monthly average fuel price of the respective month.
3. Successful bidder has to provide vehicle within one month or within admissible date and time as decided / mentioned by the OMFED.
4. The Transporter (transporter for the mentioned route) will be liable to carry out and hand over the milk and milk products to the said distributor/retailer (according to challan). The contract will be valid for 2 years from the date of

acceptance of the Work Order / placement of vehicles and the Transporter will be liable for providing the service for the stipulated time period.

5. If the service of the transporter is not found satisfactory or it is adverse to the interest of the OMFED then the OMFED may terminate the contract at any point of time, without assigning any reason. On termination of the contract the Security Deposit shall be forfeited and the transporter shall be blacklisted for 3 years and no claim in this regard shall be pertained.
6. The transporter has to submit the transport bill (triplicate) within 7th day of next month. On this basis the bill amount will be paid within 21-30 days of the next month. In case of failure to submit the bill within 7th day of succeeding month, the Union will not be responsible for any delay in paying monthly bill. Income tax rules will be imposed accordingly.
7. Transporter must have to engage 1 helper along with driver for the engaged vehicle. OMFED will not be responsible for compliance of any kind of legal, statutory obligations for the staffs engaged by the transporter.
8. The transporter has to notify the OMFED before 2 months if he/she wants to withdraw the service. Failure to do so shall invite penalty as decided by the milk union along with forfeiture of Security Deposit. But, Bhagirathi Milk Union may terminate / cancel the contract / engagement letter by giving one (1) one month prior notice to the transporter.
9. OMFED reserves the right to accept or reject any or all tender wholly / partly without assigning any reason thereof at any time.

SCHEDULE - V

PART-A (TECHNICAL BID)

1. Name of the Tenderer/Firm :
2. Registered Office Address :
3. Address for communication :
4. Telephone Number & Mobile No :
5. Email ID
6. Name of contact person
7. Type of Firm:

8. A. Company

B. Partnership Firm

C. Sole Proprietorship

9. The vehicle details intend for hiring are as below:

S. No	Vehicle Registration No.	Date of Registration	Capacity of the vehicle	F.C. Expiry Date	Permit due date	Insurance DueDate	Road Tax due date
1							
2							
3							
4							
5							

10. Permanent Account Number(PAN)

11. Past Experience

(In executing similar contract):

Signature of the tenderer
with seal and date

ANNEXTURE -II

Technical Specification of Road Milk Tankers: 14.5KL to 18KL, 19KL to 24.5KL and
25KL to 35KL

- | | | |
|--|--------|-----------------|
| 1. Name of the Tenderer | : | |
| 2. Address of the Tenderer | : | |
| 3. Name and address of the Tenderer | : | |
| 4. Make/Type of Vehicle(as per R.C. Book) | : | |
| 5. Regn. No. of the vehicle | : | |
| 6. Engine Number of the vehicle | : | |
| 7. Chassis Number of the vehicle | : | |
| 8. Date of Expiry of | | |
| a. F.C | : | |
| b. Permit Suitable for milk transportation | : | |
| c. Insurance | : | |
| d. RoadTax | : | Kg. |
| 9. Carrying Capacity (20KL) | : | |
| | a) ULW | |
| | b) RLW | Kg. |
| 10. Pay Load | : | Kg. |
| 11. Milk Tank Capacity (Single Compartment) | : | |
| a) Front Compartment | | Lts. |
| 12. Type / Size of milk valve | : | Lts. |
| (Butterfly valve – 53mm) | : | |
| 13. Valve Box size (Min:400mmx250mm) | : | |
| 14. Milk tank Specification : | | |
| a) Length of the Milk Tank | : | |
| b) Width of the Milk Tank | : | |
| c) Height of the Milk Tank | : | |
| 15. Man hole diameter(500mm) | : | :.....in mm |
| 16. Barrel slope for free drain of milk(M.S.
Runner heightMin:3") | : | |
| i) Frontend | : | :.....in inches |
| ii) Rearend | : | :.....in inches |
| 17. Puff Insulation (100mm Thickness) | : | |
| a) Inner shell width | : | :.....in mm |
| b) Outer shell width | : | :.....in mm |
| 18. Provisions of the milk tank : | | |
| a) Valve door sealing provisions | : | |
| b) Milk valve and 'O'rings | : | |
| c) Man hole door sealing provisions (FT) | : | |
| d) Manhole cover sealing provisions (RT): | | |
| e) Man hole door gasket | : | |
| f) Man hole air vent dummy | : | |

g). Ladder

:

Signature of the tenderer with seal and date

Schedule -VI

COMMERCIAL BID FORMAT

(To be filled by the Bidder)

For the Transportation of liquid milk in 14.5KL to 18KL,19KL to 24.5KL and
25KL to 35KL Insulated Road Milk Tanker

01. Rate per KM considering **Cost of HSD Rs. 94.76 dtd 28.12.2023** at
Bhubaneswar for each Routes from loading point to delivery points (Inside State)

1. Rate offered:

Description	Req. Qty	Rate/KM (Both in figures and words) Rs.	No of Road Milk Tankers offered
14.5 KL to 18.0 KL capacity Road Milk Tanker.	02Nos.		
19.0 KL to 24.5KL capacity Road Milk Tanker.	04Nos.		
25 KL to 35KL capacity Road Milk Tanker.	03 Nos.		

N.B: The rates should be uniform for all destinations inside the State of Odisha and should be inclusive of all taxes, duties, royalties.

Signature of the tenderer with seal and date

DECLARATION

1. I, _____ Son / Daughter / Wife
of Shri _____ Proprietor / Director / authorized
signatory of M/s. _____ mentioned above, am competent to sign this declaration
and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender
and undertake to abide by them;

The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Place:

Signature of Bidder

Name:

Seal :

AGREEMENT FOR TRANSPORTATION OF MILK THROUGH TANKER

THIS AGREEMENT made on --- day of ----- 2024 at Bhubaneshwar,

BETWEEN-

THE ODISHA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LTD. an apex cooperative society registered under the Orissa Cooperative Societies Act, 1962, having its Corporate Office at D-2, Sahid Nagar, Bhubaneswar-7 for Hiring of Insulated Road Milk Tanker for transportation of milk from one dairy to other dairy within the state of Odisha on job work basis during the period from ----- to -----

AND

M/s----- (Name of the party), a proprietorship having its office at -----
----- (Hereinafter referred to as "The Transporter" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and, assigns) on the Other Part through----- (Name of authorised person)

WHEREAS

- i) The OMFED is engaged in the business of collection, processing and selling of milk.
- ii) Transporter is engaged in the business of running a transport agency and has represented to the Plant Manager that it has necessary infrastructure, expertise, and manpower for providing transport services to the Company.
- iii) The OMFED intends to hire the services of reputed transport agencies for transportation of milk in stainless steel insulated road milk tankers from M/s.-----
----- (Name of the party) from one dairy to other dairy within the State of Odisha or as directed by OMFED from time to time.

- iv) Based on the representations made by the Transporter, M/s.------(Name of the party) has agreed to provide the transport services of transporter on the terms and conditions contained in this Agreement.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **TERM OF AGREEMENT**

1.1 This Agreement shall be valid & effective for a period of 24 months effective from ----- to -----The agreement shall automatically come to an end on the date of expiry if not extended / renewed further.

1.2 The duration of the agreement may be extended for any duration from time to time as may be mutually agreed to by both the parties.

2. **SCOPE OF WORK**

The transporter shall provide ----- nos. of Road Milk Tankers (as per tender). However, number of tanker to be engaged may vary as per its requirement. The payment would be made by the Dairy (Plant Manger) for actual no of tanker and for actual KM run in a particular month (the actual distance authentication would be verified by the dairy).

The Transporter shall provide transport services for transportation of milk in stainless steel insulated road milk tankers from one dairy to other dairy located in Odisha or as directed by OMFED from time to time. The transportation tankers shall comply with the specifications provided by OMFED to the transporter.

3. **CONSIDERATION**

In consideration of the transport services provided by Transporter, The OMFED shall pay services Charges as under:

- 3.1 The rates for transportation is Rs. ----- (Rupees ----- only) per KM for ----- -- capacity of RMT. This rate is based on diesel rate @ Rs. 94.76/ Ltr at Bhubaneswar as on dated 28.12.2023. Any future revision will be based on diesel rate revision with base rate of diesel at Bhubaneswar only. Toll tax against and levies (except over loading charges) shall be reimbursed by the OMFED on actual

basis subject to submission of account statement / original receipt along with the bill.

- 3.2 The average run per litre of diesel for the above limit of tanker shall be as under:
In case of any increase/decrease in the rate of diesel by Government of Odisha on the rate prevailing on (Including any increase/decrease notified for Bhubaneswar),

the amount of revision shall be calculated on the formula 3.5 KM run per liter of diesel in respect of milk tanker of capacity

However, with increase or decrease in diesel prices is payable and basic rate of transportation will not be affected.

The rates are based on diesel price prevailing as on (Inclusive of decrease/increase in diesel rate @ Rs. 94.76/ Ltr at Bhubaneswar as on dated 28.12.2023.

$$\text{Fuel price Impact} = \frac{\text{Increase / Decrease in price of Diesel}}{3.5 \text{ (Average of the Vehicle km/ltr)}}$$

- 3.3 The transporter shall furnish interest free refundable security of Rs. 90,000/-, Rs.1,20,000/- and Rs.1,50,000/- as the case may be per milk tanker to the OMFED on the date of execution of the Agreement for the due fulfilment of his obligations and covenants under this Agreement.
- 3.4 When the transporter will replace the tanker to be offered for providing services that time transporter must intimate in written to the concern Plant Manager & submit all documents copy registration certificate, insurance, road tax & permit of tanker.
- 3.5 Pathkar and Toll Taxes, if any levied by state authorities/central authorities shall be paid by the transporter and same shall be reimbursed by the OMFED to transporter on production of original receipts with transport bill.
- 3.6 The payment of the bills shall be made after deduction of TDS and any other tax levied by the Government of Odisha.
- 3.7 The transporter has to submit the transport bill (triplicate) within 7th day of next month to the concerned (Dairy) Plant Manager. On this basis the bill amount will be paid within 21-30 days of the next month. Income tax rules will be imposed accordingly. No Detention charges shall be paid at any cost.
- 3.8 For delay in delivery/dispached of the milk from the schedule time, you are liable to pay us @ Rs.100/- per hour for the delay made and the same shall be recovered from your monthly transportation bill. Penalty shall be levied as mentioned in clause no.6.5.

4 . MODIFICATION & AMENDMENT IN THE AGREEMENT

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

- 4.2. Any term, condition and clause of this agreement can be modified and or amended with mutual written consent of the parties.
- 4.3. Any such amended term, condition and or clause shall be binding upon the parties during the initial and or extended period of this agreement.

5.0 **DEDUCTION OF LOSSES**

- 5.1 It has been agreed that due to testing/weighing variations of Fat%, SNF % and quantity of milk at despatch and at the receipt of milk, the transporter shall be allowed a maximum negative variance (loss) on quantity of Fat & quantity of SNF, in the billing cycle (monthly) as under:
- 5.2 A maximum of 0.5% loss in terms of total quantity of Fat dispatched (Kgs of Fat) and a maximum of 0.5% loss in terms of quantity of SNF dispatched (Kgs of SNF) shall be allowed, during the monthly compilation. Any loss over and above the above limit shall be deducted from the monthly transportation bills of the transporter. The positive or negative variation in quantity of milk are included in this method of calculation of loss/gain of quantity of Milk Fat/SNF, so no additional variance in quantity of milk shall be allowed. The gain, if any, in monthly total quantity of Milk Fat and/ or SNF shall not be considered for any payment to the transporter. The gain in one component (Fat/ SNF) shall not set off loss in other component (Fat/SNF)
- 5.3 Any trip of tanker which ends up in showing variance of >50kgs of Qty of milk and/ or more than 0.10% negative variance in Fat% and/ or more than 0.10% SNF variance shall not be considered for any allowance. For any such trip, all the loss of Fat/ SNF shall be recoverable from transporter, as these are exceptional variances. In case of variation at destination at the time of receiving is noted due to technical error, the Transporter shall inform the Plant Manager and then the Dairy Operation Division shall take up the matter with the dairy unit at destination point and if found correct, there shall be no deductions from transporter's bill.
- 5.4 This calculation shall be done for the bills of each tanker separately and shall not be clubbed for other tankers of the same transporter. The cost of Fat &SNF for recovery shall be calculated based on the prevalent rate of Milk Fat & SNF declared by OMFED (purchase rate FOR dairy plant).
- 5.5 Transporter is liable to safe custody of milk during journey and is not authorised to manipulate any of its contents. The Plant shall apply seals on the top &bottom openings of the tanker and the numbers shall be clearly mentioned in the challan. Any tanker trip in which any of the seals, applied by the plant at the time of despatch, if found broken,

tempered, changed, there shall be full recovery of the variations, In addition there shall be penalty of Rs 10,000 per incidence.

5.6 The tankers showing considerably higher variance, the trips of such tanker may be reduced, at the sole discretion of OMFED through its Team Leader.

5.7 If the amount of loss caused to the OMFED/ PLANT by the transporter on account of any reason whatsoever, attributable to the transporter, is more than due payments of the transporter including security deposit, Bank Guarantee etc. than excess amount of loss will be recovered from any due payment of transporter from any other unit of the OMFED and without prejudice to the foregoing the Plant Manager shall be entitled to recover the amount from the transporter through appropriate legal action.

6.0 COVENANTS OF TRANSPORTER

6.1 That the transporter shall deposit Rs. ----- per ----- capacity tanker (as per tender norms) as security money to the OMFED by demand draft of any nationalized bank in favour of “Managing Director, The Orissa State Cooperative Milk Producers’ Federation Ltd.” payable at Bhubaneswar.

6.2 In case the transporter is asked and he agrees to add new tanker/tankers to the already running fleet of tankers with OMFED, The OMFED shall give a 30 days’ notice to the transporter for making due arrangement to add new tanker/tankers to the already running fleet of the tankers.

6.3 The transporter will have to provide tankers registered in their own name or in the name of their approved Business Associates with sound condition, proper and valid registration and other relevant valid documents including comprehensive insurance of such tanker/tankers with insulated barrel.

6.4 The transporter has agreed to make arrangement to organize the supply uninterrupted. For this arrangement, the name & telephone number of such person coordinating activities in the field shall be communicated to Plant Manager.

6.5 The Transporter understands and accepts that Milk is a perishable commodity. Therefore, milk shall be transported in the shortest possible time. On an average, subject to no entry conditions, and the like, the milk tanker should cover minimum 30 K.M. per hour. If partial tanker is sent, the minimum speed limit shall be 25 km/ hr.

However, in case any tanker takes more time for covering less distance the transporter will be solely liable for any or all the losses including those arising due to rejection of milk at the destination. Accordingly, the tanker should ply continuously to the destination once it leaves the OMFED DAIRY PLANT premises by maintaining the aforesaid average speed and should not make unnecessary halt in transit. The PLANT MANAGER shall have discretion to put penalty on delay in travel time

- iii) More than 2 hours with adverse effect on quality: Penalty upto total recovery of losses.
- iv) Further, the transporter has to follow the route prescribed strictly, except otherwise under abnormal circumstances.

6.6 Traffic jams shall be considered under normal delay, scope of the same has been made in average speed. The discretion of waiving off the penalty on account of delay in delivery, if no loss has happened to OMFED, shall be of OMFED, through its Plant Manger.

6.7 The tankers(s) to be provided to OMFED, shall be of stainless steel AISI 304 grade with proper insulation so that the same is in perfect thermal and mechanical condition to ensure the temperature of milk does not rise by more than 1 degree Celsius in 24 hours even during the summer. This is one of the most important conditions and OMFED can carry out testing for temperature rise in its premises. In case any tanker is found not to be confirming to the above mentioned technical condition, tanker may be not allowed for the transportation of milk.

6.8 The tankers to be offered for providing services are required to in excellent road worthy condition and such condition shall be maintained as such during the Agreement. The model of tanker should not be older than year 2014. OMFED may revise/ change model condition of tanker during the term of the Agreement as per rules and regulation notified by the State Government, Central Government, High court, Supreme Court or any other government agency, which may have jurisdiction on the business of transportation.

6.9 The tanker should be equipped with all necessary equipment's to keep in roadworthy in all seasons. Especially it should have operational fog lights, wipers, well-treaded tyres, extra wheel-Stepney so that it does not stop on way for want of these.

6.10 The transporter shall ensure that outside of tanker remains clearly painted as per the direction of the OMFED. Registration number plate shall be clearly painted on both sides of the tankers (Front/rear), so as to be clearly visible from distance. In addition both side of the tanker should clearly have painted messages in big & bold letters **"RAW MIXED MILK FOR FURTHER PROCESSING AND NOT FOR SALE"**.

- 6.11 The outside cleaning of tanker is the sole responsibility of transporter/his staff.
- 6.12 Tankers should have mud-guards over tyres, so that tanker can remain clean, when it enters plant premises.
- 6.13 The transporter has to get installed GPS based tracking system as per the direction of OMFED, at its own cost for hardware & for operational charges. OMFED shall have full rights to track the movement of tanker on way. Although it shall be responsibility of transporter to track the movement, and shall ensure that it does not stop at any undesired location/ premises.
- 6.14 The transporter shall ensure that the tanker gets uninterrupted supply of diesel to the tanker(s) on the way. In no case it should stop for want of diesel, or shall not divert tanker to any other place for diesel or for regular repairs/maintenance.
- 6.15 The transporter shall not withdraw tanker for want of preventive or planned maintenance activity, without informing Plant Manager.
- 6.16 The transportation would be mostly of the full tanker load for each station but Plant Manager ,OMFED, may direct the transporter to transport small consignment of milk for places of route or enrooted. If the tanker is directed to lift some milk/water or any other material on way back, it shall not refuse to do so.
- 6.17 Transporter has to make his own arrangement for diesel & consumables if any. OMFED shall not supply diesel to the transporter.
- 6.18 The transporter is required to maintain a log book of all the journeys tanker makes. Transporter shall ensure that the milk challans/ other papers handed over to his staff at Plant or at Plant are kept safe during journey and immediately handed over to the concerned person. All milk acknowledgements are handed over to the staff at Plant immediately, maximum within 48 hrs of being handed over.
- 6.19 The transporter shall ensure that his driver / staff on the tanker shall have active mobile communication enroot.
- 6.20 Milk consigned to OMFED (and its other plants/ Other OMFED Plant etc.) and coordinated by OMFED office or it can ask the tanker to be diverted to a different dairy plant. The right to change the destination, even on journey, shall be with OMFED , Plant Manager.
- 6.21 The tankers attached with OMFED shall not, without written permission, operate at or for any other milk agency, failing which OMFED may impose penalty and such lapses shall constitute material breach of Agreement and OMFED shall be entitled to terminate

the agreement.

- 6.22 The transporter shall take adequate insurance cover in respect of the milk tankers and shall maintain the insurance policy throughout the term of the Agreement without any default.
- 6.23 In case the tanker(s) of the transporter is (are) damaged whether by way of accident or due to any other reason whatsoever, it will be the sole responsibility of the transporter to get the same repaired at his own cost and OMFED shall not be liable either for the expenditure incurred on the repairs and / or on the replacement of spare parts of such tankers or for the injuries sustained by any person or persons and / or loss of life and or damage to the property or in any other manner whatsoever.
- 6.24 In case a tanker meets with an accident while transporting milk, the transporter shall immediately lodge an FIR at the nearest Police Station. The transporter shall also immediately inform the insurer of OMFED for carrying out of survey of milk losses or any other loss. The transporter shall also immediately inform OMFED Plant Manager about the accident and ensure timely submission of copy of FIR and written intimation sent to the insurer of OMFED along with confirmation thereon for the claim formalities so that it can be completed on time. The transporter shall recover the milk from accident site, if possible, and transport it back to OMFED UNIT or to any other place as may be directed by OMFED. After getting the survey of milk losses done, the transporter shall be allowed to get the milk tanker that had met with accident lifted from the accident site. The accident met tanker will be operated only if certificate of fitness is obtained from transport authority of State Government.
- 6.25 OMFED shall also conduct its own survey on the spot, through its representatives.
- 6.26 If for any reason whatsoever the claim received from the insurance OMFED for the losses of milk etc. is less than actual amount of losses suffered by OMFED, the differential amount shall be recoverable from the transporter.
- 6.27 The transporter shall have to lift milk from any other sub-unit, OMFED plant concern or designated place of the milk union during its return journey whether on-route or off-route if directed by Plant Manager.
- 6.28 No halting charges shall be payable to the transporter for the time taken in decanting, loading, unloading or waiting at any place.
- 6.29 It has been agreed by and between the parties that the transporter shall maintain communication system in the tanker, like working mobile phone with driver. Plant

Manager may contact the concerned person for all kinds of communication, during the journey as well.

6.30 The distance covered by the vehicle shall be the actual distance travelled. The distance of a trip, between two places, shall be as per verification done by Plant Manager through mutually decided shortest route. Any dispute to the trip distance shall be verified by transporter & plant Manager at the cost of transporter, as per mutually decided methodology.

6.31 The Transporter must furnish the registration number of the vehicle, model and make of the vehicle, GVW, RLW, ULW etc. which he owns and intended to be used for providing transport services, on or before the commencement of agreement and shall intimate well in advance for vehicle withdrawn/ added in the fleet.

6.32 In case transporter is a partnership firm the partnership deed shall be furnished to OMFED. Authority letter is also required in favour of operating person, with respect to power of attorney.

6.33 The transporter shall be responsible for the compliance of the motor vehicle act, pollution control act and permitted loading capacity related act or any other law, rules, regulation as may applicable for performance of its obligations under this Agreement. Transporter shall obtain necessary FSSAI registration/license as per the act. All these registrations/ fitness shall be renewed before the deadline.

7.0 COMPLIANCE OF LAW

7.1 The transporter shall obtain FSSAI License and Health/Trade License in his/her name from the concerned Licensing Authority and submit copy of such License to the OMFED for its record. The transporter shall observe all laws, rules, regulations, orders and directions issued by the Central or State Governments or local authorities concerning its obligations to be discharged under this Agreement and contravention of such laws, rules, regulations, orders or directions will be deemed to be against the express understanding and spirit of this agreement and the transporter shall be liable for all the consequences resulting from such non-compliance.

7.2 The transporter shall obtain all other necessary Licenses, Permits, Approvals, Orders, Registrations, No Objection Certificates (NOCs) from the concerned authorities at its own cost in respect of its obligations under this Agreement. In case the OMFED incurs

any obligation due to non compliance of any law then the transporter shall be liable to Reimburse the OMFED for any loss, monetary or otherwise occasioned on account of any such contravention.

8.0 **SAFETY & SECURITY**

8.1 That in case of pilferage of milk which is detected from the truck/ vehicles within the premises, or on the way to or at the Dairy Plant /Loading point, a penalty of 10 times of value of milk pilfered shall be recovered from the Transporter. This penalty shall be applicable for the intentional theft or helping someone in theft of milk. The decision of OMFED as to whether or not there is pilferage, as mentioned above, shall be final and binding on the transporter. The OMFED may terminate the agreement if such incident is repeated.

8.2 The milk tanker shall be sealed with proper sealing device. If the seal on man- hole or on valve-box is/are found broken, damaged, changed or altered or alteration on the sealing place, re-welding is found during the course of transportation a penalty of Rs 10,000 shall be imposed, along with recovering total cost of milk found short, without any permissible variation. All variations shall be deductible from the bills of transporter for the last one month, without any permissible variation. If such milk gets rejected in the receiving dairy on any ground, the transporter shall be liable to pay all the damages to OMFED. Such penalty shall be an auto notice to the transporter. On any repeated incident with any tanker of the transporter, OMFED shall be free to terminate the agreement without any notice, in addition to abovementioned penalty. The decision of the OMFED shall be binding on transporter.

8.3 The OMFED does not want its milk laden tanker to go to any premises, transporter shall comply with it. The driver of transporter shall take normal notified route for plying tanker, which is in the knowledge of OMFED In case tanker filled with milk, in between lifting of milk from plant or on way to the dairy plant, if the tanker is found or reported to have entered in some other premises which is in no way connected to the business of OMFED, exemplary penalty of Rs 50,000 per incident shall be charged in addition to the penalty of actual theft of milk or losses on ground of rejection of milk on any ground. In addition, OMFED may terminate the agreement. The decision of OMFED shall be binding on the transporter.

8.4 That in case the transporter/representatives does any over-writing, additions,

alterations, manipulations etc. on the milk transportation challan in order to show less/more milk, causing wrongful loss to the Plant, the OMFED shall impose a penalty of Rs 70/- (Rupees Seventy Only) per kg of milk on the transporter and recover the same from the transporter or recover the actual losses from the transporter which in addition to compensating the losses would also have to remove the involved staff. The decision of the OMFED as to whether or not there is any over writing, additions, alterations, manipulations etc. by the transporter/representatives shall be final and binding on the transporter.

8.5 The driver or the person deputed on tanker should be able to read/ write. He should be able to understand the matter written on challan, numbers etc. He has to learn to check the fat determination and taking CLR reading (for SNF), as he has to witness the testing, if required. The driver shall always be accompanied by an assistant/ cleaner, who shall help in loading of milk at plant and necessary cleaning.

9.0 **CONFIDENTIALITY**

9.1 The term "Confidential Information" for the purposes of this Agreement shall mean such non-public information which is designated by either Party to be confidential and/ or which, under the given circumstances ought to be treated as confidential and includes, inter alia, the said Party's business policies or practices, business plans, dealings, customer lists or requirements, price lists or pricing structures, technical data, employee data or officers' data, product lines, designs, research and development activities and findings, ideas, concepts, know-how, other non-generic information whether tangible and/ or intangible, written and / or oral, relating to any released or unreleased concepts, ideas, projects and services of the said party, the marketing or promotion of all of the said party's products / services and any other information received from other sources which the other party is obliged to treat as confidential;

9.2 The transporter shall maintain utmost confidentiality of confidential information as may come to knowledge or in possession of transporter. The transporter, undertakes, commits and agrees that it shall not disclose all or any of the Confidential Information / material in terms of this agreement to any Third Parties, either directly or indirectly, whether or not for compensation or other remuneration, under any circumstances, except to the extent as may be necessary for the performance of its obligation under this agreement.

9.3 The transporter shall not disclose / pass on any information / trademarks / business

practices or any other information to any company / firm / individual or group of individuals without prior written approval of OMFED in any circumstances. Transporter additionally agrees to take reasonable care to safeguard the confidential nature of all or any data, information or material such reasonable care which shall not be less than the degree of care used to prevent disclosure of its own information / material. However, Transporter will not be liable for disclosure and use of such information / material:, if such information / material is in, or becomes part of, the public domain other than through a breach of this agreement by transporter; if the such information / material is disclosed by Transporter with OMFED's prior written approval; or if disclosure of such information/ material is required by any judicial order or decree or by any governmental law or regulation.

10.0 **FORCE MAJEURE**

10.1 The failure or delay of any party to perform any obligations under this agreement solely by reason of act of God, acts of Government (except as otherwise enumerated herein),riots, wars, flood, earthquake, civil commotion, strikes, lockouts, change in law/ rules or other causes beyond its control (collectively referred to as the "Force Majeure") shall not be deemed to be a breach of this agreement, provided, that the party so prevented from performance of its obligations herein, shall not have caused such Force Majeure. The party so prevented shall have used reasonable diligence to avoid such Force Measure or ameliorate its effects, and shall continue to take all actions within its power to comply as fully as possible with the terms and conditions of this agreement.

10.2 Except where the nature of the event shall prevent it from doing so, the party suffering such Force Majeure shall notify the other party in writing within seven days after the occurrence of such Force Majeure and shall in every instance, to the extent reasonable and lawful under the circumstances, use its best efforts to remove or remedy such cause with all reasonable dispatch. In the event of Force Majeure persists for a consecutive period of more than three months, and then the other party shall have the option to terminate the agreement without incurring any liability

11.0 COMMUNICATIONS

11.1 All notices to be served upon the other party shall be deemed to have been served if sent by registered post addressed to the other party at the address specified in this agreement or at the changed address as last known to such Party, or by fax given by the other party at the time of signing this agreement, intimation whereof is given to such party by the other party by registered post.

11.2 The communication shall be deemed to have been served at the time, which the same would in ordinary course of post be delivered.

12.0 EMPLOYEES OF THE TRANSPORTER

12.1 The transporter shall be solely and wholly responsible for the employment of its workers and for discharging all statutory obligations to or in connection with such employees and for payment of wages, salaries and providing all amenities and benefits that may be required according to the law for the time being and from time to time in force and applicable to its establishment and/ or for the workers employed in connection with this agreement.

12.2 It is expressly agreed between the parties that any statutory liability arising out of employment, non-employment (including accidents) and non payment of statutory benefits to its workers will be to the account of the transporter only. The OMFED shall not be liable for any such obligation for the employees/ staff of the transporter. If due to any negligence, default, mistake and or non-compliance of, any such liability comes to the OMFED, the transporter shall indemnify the OMFED and its management, officers, managers and staff members fully and completely and shall pay all such wages, salaries, fines, penalties etc immediately failing which amount of such liability shall be deducted from the security deposit and pending bills of the transporter.

13.0 TERMINATION OF AGREEMENT

13.1 Either party may terminate this agreement at any time without giving any reason by giving 30 days prior written notice to the other party.

13.2 The OMFED may terminate this agreement with immediate effect if the transporter fails to discharge its obligations under this agreement to the satisfaction of the OMFED.

13.3 If any party commits material breach of any of the clause of this agreement and if the breach has not been cured to the satisfaction of the non-breaching party within thirty (30)

days after written notice thereof from the non-breaching party. The material breach for the purposes of this agreement shall mean and include:-

13.3.1 Non-performance of the terms of this agreement.

13.3.2 If the transporter goes into liquidation whether voluntary or compulsory.

13.3.3 If the tanker staff (Driver/Helper etc) does not behave in proper way and/ or the conduct of the transporter is not up to the mark.

13.3.4 If any tanker engaged by the milk transporter is found indulged in pilferage/ theft of milk during transportation or the firm is found indulged in any other corrupt practice.

14.0 **ARBITRATION**

In case of any disputes between the parties in relation to this agreement touching the business of the parties, the disputes shall be referred to an arbitrator to be appointed by mutual consent of both the parties as per provisions of the Arbitration & Conciliation Act, 1996 and amendments thereto. The venue and seat of the Arbitration shall be at Bhubaneswar, Odisha. The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the Agreement and provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

15.0 **CONFIDENTIALITY/SECRECY**

15.1 The term "Confidential Information" for the purposes of this Agreement shall mean such non-public information which is designated by either Party to be confidential and /or which, under the given circumstances ought to be treated as confidential and includes, inter alia, the said Party's business policies or practices, business plans, dealings, customer lists or requirements, price lists or pricing structures, technical data, employee data or officers' data, product lines, designs, research and development activities and findings, ideas, concepts, know-how, other non-generic information whether tangible and / or intangible, written and / or oral, relating to any released or unreleased concepts, ideas, projects and services of the said Party, the

marketing or promotion of all of the said Party's products / services and any other information received from other sources which the Other Party is obliged to treat as confidential.

15.2 Both the parties shall maintain utmost confidentiality of confidential information as may come to knowledge or in possession of either party. Both the parties, undertake, commit and agree that they shall not disclose all or any of the Confidential Information/material in terms of this agreement to any Third Parties, either directly or indirectly, whether or not for compensation or other remuneration, under any circumstances, except to the extent as may be necessary for the performance of the obligation under this agreement.

15.3 Both the parties shall not disclose/pass on any information/trademarks/business practices or any other information to any company/firm/individual or group of individuals without prior written approval of the other under any circumstances. Transporter additionally agrees to take reasonable care to safeguard the confidential nature of all or any data, information or material such reasonable care which shall not be less than the degree of care used to prevent disclosure of its own information/material. However, Transporter will not be liable for disclosure and use of such information/material: if such information/material is in, or becomes part of, the public domain other than through a breach of this Agreement by Transporter; if the such information/material is disclosed by Transporter with the OMFED's prior written approval; or if disclosure of such information/material is required by any judicial order or decree or by any governmental law or regulation.

16.0 INDEMNITY

16.1 Transporter undertakes and agrees to indemnify, defend and hold harmless the OMFED and its officers, directors, employees, representatives, and assigns from and against any and all liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) any other loss that may occur, arising from or relating to:

- i. a breach, non-performance or inadequate performance by Transporter of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties under this Agreement;
- ii. The acts, errors, representations, misrepresentations, willful misconduct or negligence of Transporter, its employees in performance of its obligations under this Agreement; or
- iii. The provisions of this Clause shall survive the termination of this Agreement.

17 NOTICE :

All letters/Communications etc between the parties shall either be sent by registered post, courier, hand delivery and shall be sent at the address mentioned herein below. Each notice, request or communication shall be deemed to be effective against the Party it is addressed to.

- (i) if delivered by air courier service, 72 hours after such communication is delivered to the courier service, shipping charges paid and properly addressed, and
- (ii) if given by any other means, when actually delivered at the address specified herein below:

If to OMFED-

To

The Managing Director, OMFED,
D2, Saheed Nagar, Bhubaneshwar, Odisha

If to SUPPLIER-

To

M/s. -----,
Address -----

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

For and on behalf of
OMFED

For and on behalf of
M/s. -----

WITNESSES:- (Complete Name , address and contact No)

1. _____

1. _____

2. _____

2. _____