TENDER FOR ENGAGEMENT OF DISTRIBUTOR FOR LOOSE MILK

Ref: PUR/TENDER-071/LM/ Date: 22.11.18.

Tenders are invited for two years job contract for engagement of distributor for loose milk. Interested bidders are requested to download all the tender documents from 'wbtenders.gov.in' from 23.11.18 to 06.12.18. Tender fee & EMD will be paid on line for participating tender. Tender offer may be uploaded upto 06.12.18 till 2 PM. Tender will be opened on 08.12.18 at 2 PM at the address mentioned above.

The Tender fee of Rs. 2100/- (including GST) & EMD of Rs. 25,000/- should be in favour of 'WBCMPF LTD, MOTHER DAIRY CALCUTTA' payable at Kolkata.

Chief General Manager reserves the right to accept any or reject any or all offers without assigning any reason what-so-ever.

Chief General Manager
Mother Dairy Calcutta  
P.O. Dankuni Coal Complex, District: Hooghly (W.B.) Pin: 712310.

Essential conditions of the tender for Distributor for Loose Milk

1. Tenderers are requested to upload the tender documents as per tender notice and submit the "General Terms & Conditions", Essential Conditions, Specimen agreement, declaration (I&II), Current IT Return, ESI Certificate, valid Trade Licence, copy of PAN Card, Credentials.

(a) Tanker, Driver, Helper, Fuel & Lubricant shall be arranged by the tenderer at his own cost. No fuel price escalation clause is applicable in this tender.

(b) Please quote your rates in the BOQ only which shall remain valid for two years and no escalation of rate for any reason what-so-ever shall be allowed.

2. Offers should be submitted along with tender fee of Rs. 2100/- & earnest money of Rs.25,000/- for each tanker in favour of "W. B. C. M. P. F. Ltd., MOTHER DAIRY CALCUTTA" (Paid on line). No interest will be paid on the earnest money deposited with the Dairy.

3. The Dairy reserves the right to engage Tanker as per requirement of the Dairy. The Dairy shall have the right to increase/decrease the no. of engaged Tanker, if required.

4. Tenderers shall upload, along with the offer, the following documents failing which the tender will not be considered:-

   a) Current and valid trade licence.
   b) Partnership Deed or Articles and Memorandum of Association in case of Company.
   c) PAN & current IT Return
   d) Documents in support of their experience of working directly as a (wholesale Distributor) with one or more reputed organizations.
   e) Documents related to tanker.
   f) ESI & GST Registration Certificate

for Chief General Manager

con....P/3
General Terms and Conditions of the tender for distributor of Loose Milk.

1. Tenderers should have some working experience as Distributor with reputed organisation(s). Xerox copies of certificate from such organizations should be furnished along with the tender offer. However, preference will be given to any party having an experience of 5 years and above in similar type of work.

2. Distributor shall not have any relation with any authorized retailer, concessionaire, supplier or employee of the Mother Dairy or W.B.C.M.P.F. LTD. A declaration to this effect should be submitted by the tenderer (format enclosed).

3. **Tanker not manufactured before 2010 with sound engine and body as eligible for plying as per RTA norms.**

4. Successful tenderers shall be required to enter into an agreement with the Dairy governing the terms of the contract on non-judicial stamp paper of Rs. 100.00 as per the specimen copy enclosed.

5. At the time of execution of the agreement, the Distributor shall arrange to pay the Dairy Rs. 2,00,000.00 as security deposit for each tanker by way of Demand Draft for the due performance and observance of various terms and conditions of the agreement. The said security deposit is liable to be forfeited in case of any breach of terms of the agreement. Earnest money/security deposit will not bear any interest.

6. In case the tenderer refuses to accept the offer after finalization or does not provide Tanker within 15 days from the date of acceptance of the offer as per the finalized and accepted rate, terms and conditions, earnest money/security deposit will be automatically forfeited.

7. Chief General Manager, Mother Dairy Calcutta reserves the right to accept/reject any/all offers without assigning any reason thereof.

8. Chief General Manager, Mother Dairy Calcutta also reserves the right to amend, alter or modify the terms and conditions of the contract, if necessary, from time to time.

9. Painting must be done in every English Financial year by the Distributor i.e within 31st March of each year.

10. Minimum 30 nos. of outlets will be supplied by one tanker (one Route) for need of Mother Dairy Calcutta and also no scheduled Route for any Distributor must be reshuffled after every month and to be followed by the Distributors. No refusal can be considered.

con....P/4
11 (a). Milometer of tanker will be in workable condition at all time, otherwise the lowest distance (60 KM) rates will reimbursed.

11 (b). Reimbursement once done; would not be changed, for that period for non-workable condition, in future after rectification of milometer in any circumstances.

12. Labours engaged by you should be covered under ESI. Self attested documents towards coverage & payment to ESI have to be enclosed along with bill. In case of non-submission of these documents enclosed with the ESI contribution as per statue will be deducted straightway from the bill.

13. Labour payment procedure should be followed the Minimum Wages Act at least, by the tenderer.

Chief General Manager
Mother Dairy Calcutta
P.O. Dankuni Coal Complex, District: Hooghly (W.B.) Pin: 712310.

Format for quotation for Distributor of 5000 ltrs. capacity tankers)

In response to your advertisement published in "_________________” Dated 23.11.2018 against your tender no. PUR/TENDER/071/LM/ dated 22.11.2018
(upload this information in the quotation space).

I am/we are submitting the following details related to my/our tanker

Registration No. of the Tanker/s : ___________________________
Make and Model of Tanker/s : ___________________________
Year of Manufacture : ___________________________
Capacity of Tanker (in ltr.) : ___________________________
Distributor’s name and address with PIN Code. : ___________________________

Telephone no. & Mobile No. : ___________________________
Date of first Registration : ___________________________
C/F valid upto : ___________________________
Insurance valid upto : ___________________________
Tax Token valid upto : ___________________________
Pollution Certificate valid upto : ___________________________

I/We can provide ___________No/s of tanker/s within ___________days.

Signature of the Tender with Official Seal and date ___________________________

con....P/6
Declaration-I

To
The Chief General Manager
Mother Dairy Calcutta
P.O.Dankuni Coal Complex
Pin -712 310.

Dear Sir,

I/We_______________________________________________ _______________having office
at_________________________________________________ __________________ dealing
with transport business with valid trade licence (Licence No. &
Date_______________________________________________ _______) issued by
___________________________________________________ ____  do  hereby undertake that
we shall pay all taxes and dues to  the appropriate authorities in time and shall also abide by
and comply with all statutory obligations as in force from time to time by the appropriate
authorities relating to Loose Milk Business and the Tanker/s to be engaged for distribution of
loose Milk from Mother Dairy to the Mini Dairies and insulated booths in and around Kolkata,
and suburbs along with Howrah, Hooghly, 24 Parganas(North & South), Nadia, Bardhaman,
Birbhum.

I/We also undertake to abide by all the statutory provisions as principal employer for all the
persons engaged by me/us for undertaking the contract for distribution of loose Milk from
Mother Dairy Calcutta to the third party retailers in and around Kolkata, Howrah, Hooghly,
Nadia, Bardhaman and Birbhum. In case of any failure on my/our part and consequent
complications arising on any account, Mother Dairy will not be responsible and liable for such
failures on my/our part.

Name of the Tenderer _______________________________________
Address of the Tenderer : _______________________________________
with PIN Code

____________________________________
Dated :______________

_________________________________
Signature of the tenderer and seal

con....P/7
This is to certify that I/We have no near relative as authorised retailer, concessionaire, supplier or employee of Mother Dairy or West Bengal Co-operative Milk Producers' Federation Ltd. (near relative means father, mother, brother, sister, son, daughter and spouse).

Name of the Tenderer ____________________________

Address of the Tenderer : ____________________________
with PIN Code
____________________________________________

Mobile No. ____________________________

Dated : ________________

__________________________________________
Signature of the tenderer and seal
SPECIMENT AGREEMENT FOR LOOSE MILK DISTRIBUTOR

Articles of Agreement made this _________________ day of _______ Two thousand,______ between Mother Dairy Calcutta, a Government of West Bengal Project being managed by the West Bengal Co-operative Milk Producers’ Federation Limited., having its registered office at P.O. Dankuni Coal Complex, Dist. Hooghly, Pin -712310 under the jurisdiction of Dankuni Police Station (hereinafter referred to as "The Dairy" which expression shall unless repugnant to the context or meaning thereof include its successors in interest and assigns of the dairy) of the ONE PART AND

Name of the Firm/Company Address of Company/Firm Under Police Station
and name of the Director(s) of Company

(In case of Firm and Proprietorship Business)

Name (Proprietor/Partner) Name of Father/Husband Address with P.S

(hereinafter referred to as "Distributor" which expression shall unless repugnant to the context or meaning thereof include his/their heirs, executors, administrators, successors in interest, legal representatives and/or assigns) of the OTHER PART.

WHEREAS Mother Dairy Calcutta desires to augment the sale of bulk milk in the categories of pasteurised and homogenised Loose Milk through small Road Milk Tankers (RMT) of capacity 5000 ltr. to the authorised outlet points of the Dairy in any areas in different parts of the city of Calcutta and its suburbs, and in the Districts of Howrah, Hooghly, North and South 24-Parganas, Nadia, Burdwan, Birbhum or any other area to be decided by the Dairy and the Distributor offered and has agreed for loading, transportation, selling and delivery of the said milk through his Road Milk Tanker (R.M.T) on the terms and conditions herein contained.

NOW THIS ARTICLE OF AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND CONFIRMED BY BOTH THE PARTIES HERETO AS FOLLOWS:-

con....P/9
1. The Dairy hereby undertakes to supply the above referred commodities in bulk and in quality as per stipulated specifications.

2. The Distributor shall ensure the above undertaking of the Dairy at the time of delivery of milk and refrain from lodging complaints subsequently.

3. The Dairy will charge the current ex-factory rates (which is liable to revision from time to time) of bulk milk. The ex-factory price will be determined after deducting the Concessionaire's and retailer's commission which is liable to revision as per decision of Dairy from time to time and the Distributor's commission also deducted from MRP of Milk to be supplied for calculation of ex-factory price of milk. All commission may be changed by the Dairy from time to time.

4. The Distributor will provide the requisite number of small RMTs of capacity 5000 ltr. mounted with insulated tank of not less than 5000 ltr. capacity with inner shell 2 mm thick AISI 304 SS, 2.5 mm thick AISI 304 SS inner dished ends, 115 mm thick expanded polyurethane foam and expanded polystyrene foam insulation of proper densities, outershell 2 mm thick AISI 430 SS, 2.5 mm thick AISI 430 outer dished ends, and with proper stiffeners, supports, steps, valves, fittings, accessories etc. for loading, transportation and delivery of milk, and will duly perform and observe the terms and conditions of agreement for which the Distributor will be paid service charges (Distributor's commission). The Distributor will maintain the design and painting of the tanker as per direction of the Dairy. The Distributor should arrange for suitable diesel generator set so that supply is not affected/delayed in case of prolonged load shedding/power cut at the distribution points.

5. The Distributor's engaged driver along with one helper at the most will be allowed to enter into the Dairy premises with the RMT and they will place the Road Milk Tanker in time for getting it loaded at the dairy's Reception/Despatch Dock and perform the following functional requirements :-

   i) The empty RMT shall be weighed at the Dairy's Weigh Bridge everyday before filling of the same with bulk milk so as to determine the tare weight of the RMT.

   ii) After weighment of the empty RMT the same will be placed at the Reception/Despatch Dock of the Process Section for cleaning.

   iii) Thorough and proper cleaning of the inside and outside of the RMT will be done by the Distributor's personnel manually. The cleaning materials including detergent, cleaning solution, bucket, brush etc. will have to be provided by the Distributor. Cleaning of RMT body (other than SS portions) like chasis, tyres etc. will not be allowed inside the dairy.

   iv) The Quality Control staff of the Dairy will inspect the cleaning of the RMT and if they are satisfied and certify the cleaning, the filling of the RMT will be done.
v) The Distributor's personnel will then get the RMT loaded with bulk milk as per indent and tolerance of \( \pm 5 \) kg. in net weight will be applicable.

vi) After filling of the RMT sampling of milk filled will be done by the Quality Control staff of the Dairy. If they are satisfied and certified the milk quality the Tanker will have to be sealed by the Quality Control Staff.

vii) After sealing of the filled RMT the same will have to be weighed at the Dairy's Weigh Bridge so as to determine the gross weight of the RMT. The weighments (tare and gross) indicated at the Weigh Bridge will be final. The Distributor's personnel will comply with necessary documentations at the Weigh Bridge.

viii) The filled RMT will then be taken out of the Dairy and the Distributor's personnel will comply with necessary documentations and other formalities at the Dairy's Gate No. 1 within 30 minutes of scheduled dispatch time otherwise penalty will be imposed for detention over & above allowed time by Dairy as decided by competent authority.

ix) The Distributor's personnel will supply and sell the milk to various Mini Dairy and Insulated Tank points as per schedule and as directed by the Dairy.

x) After completion of supply, delivery and sell of milk the Distributor's personnel will come back to the Dairy, comply with necessary documentation at the gate, and submit documents, papers etc. to the concerned Sections/Departments of the Dairy.

6. The Distributor shall have to perform the general duties and have the responsibilities as per the followings:

i) The Distributor shall abide by the operational modalities, timings and security norms of the Dairy during the tenure of the agreement. Distributor will distribute bulk milk safely and in wholesome condition to the authorised points of the Dairy according to the timings and schedule fixed as per the Route Chart for such deliveries.

ii) The Distributor shall be totally responsible and accountable for the entire quantity and quality of milk taken in the tanker by them for delivery as per schedule. Distributor will be responsible in case of milk not delivered or otherwise not accounted or returned to the Dairy in spoilt condition. The Dairy reserves the right to impose penalty on Distributor in this regard.

iii) The Distributor shall be responsible for the quality and quantity of the milk supplied by the Dairy, and shall be responsible for the transportation and delivery of milk in the same condition received by them from the Dairy. Distributor should be fully satisfied with the quality and quantity of milk while taking delivery of the same from the Dairy.

iv) The Distributor shall ensure that the authorised retailers and concessionaires sell the milk to the consumers at the maximum retail price fixed by the Dairy from time to time.
v) The Distributor shall deliver the milk to the retailers and concessionaires against cash payment by them after deducting the prevailing retailer's and concessionaire's commissions which are liable to be revised by the Dairy from time to time.

vi) The Distributor shall submit to the Dairy previous day or well in advance the requisition for the full quantity of milk for the following day along with the cost of the milk by Account-Payee-Cheque drawn in favour of "WBCMPF Ltd., Mother Dairy Calcutta" on any nationalised bank in Calcutta clearings, after deducting the distributor's commission. Outlet-wise sales statement shall be handed over to the Dairy by the Distributor after returning the tanker to Dairy on same day.

vii) The personnel engaged by the Distributor shall be on the services of Distributor and they shall be paid wages and other benefits as per the prevailing acts/statutory requirements. The Distributor shall indemnify the Dairy against any damages caused to the Dairy for any lapse/omission in this regard.

viii) The Distributor shall obtain necessary trade licence, and allied licensees etc. and do the necessary Provident Fund, ESI enlistment etc. from the appropriate authorities to carry on the business and shall also be responsible for compliance of rules and regulations which may be in force from time to time by the appropriate authorities at his own cost.

Staff Member/Labour engaged by the Distributor should be covered under ESI. Self attested documents towards coverage & payment to ESI have to be produced along with bill. In case of non-submission of these documents ESI contribution as per rule will be deducted from the bill.

ix) In case of breakdown of the Road Milk Tanker (RMT) on duty inside or outside of the Dairy, the Distributor shall have to make alternative arrangement for smooth supply of milk in time to the authorized points of the Dairy. If the Distributor fails to comply the above, necessary penalty shall be imposed on Distributor by Dairy.

x) The Distributor shall provide details, of his personnel engaged, to the Dairy for maintaining the rules and regulations of the Dairy from security point of view.

xi) The Distributor shall issue identity approved by Dairy cards to his personnel which will approved by Dairy. The Dairy reserves the right not to allow any of the Distributor personnel who is (are) not properly authorized with the identity card which will be issued by the distribution within one month after effect of the new agreement.

xii) The Distributor shall be solely responsible for the acts of his personnel if they are involved in any unlawful act/theft/smuggling of the Dairy's properties and for the RMT engaged by him if it is involved in any unlawful activity or accident inside or outside the Dairy. The Distributor shall not engage any person who has already been found involved in any unlawful act/theft/smuggling of dairies properties. If the Distributor fails to comply with this condition, the Dairy reserves the right to initiate appropriate action as deemed fit.

con....P/12
xiii) The Distributor will be responsible to carry and deliver documents, circular, letters, daily distribution sheet etc. which may be issued to the retailers/concessionaires by the Dairy time to time and deliver them as per the instruction of the Dairy.

xiv) The Distributor shall be responsible for registration of the vehicles from R.T.O. and in fulfilling other formalities like payment of road taxes etc. The vehicles should carry the proper registration documents from the R.T.O. and driven by person(s) holding valid driving licence. A Self-attested photocopy of the registration of the R.T.O. and road permit, if any shall be produced by the Distributor to the Dairy.

xv) The Distributor shall be responsible for attaining the sales target given to him by the Dairy in the designated route/zone. The Distributor shall also be responsible for augmenting the sale of bulk milk in the designated route/zone.

xvi) The Distributor shall be responsible for maintaining his vehicles in road worthy and clean, hygienic & well painted condition.

7. The Distributor has to abide by following general terms and conditions:

i) The Dairy reserves the right to engage any other Distributor as well as ask the Distributor to provide any number of RMTs as per the requirement of the Dairy from time to time. The Distributor shall have no right to claim any damage or loss in this regard.

ii) The Distributor shall also be obliged to identify new Insulated Tank points in the potential areas of the designated route/zone. The prospective points so identified and recommended by the Distributor shall be referred to the Dairy by the Distributor for consideration. The Dairy shall also be free to appoint new Mini Dairy & Insulated Tank points within the designated route/zone under intimation to the Distributor to arrange supply of milk. The Distributor shall be bound to supply milk to such points as per requirements. Cancellation/discontinuation of an outlet point for any reason whatsoever can be done by the Dairy only and distributor shall abide by order of Dairy in respect of supply.

iii) The Dairy will have full control on checking and monitoring of the sales, marketing and other relevant activities at the outlet points. Necessary support in respect of advertisement and sales promotion needed will be provided by the Dairy from time to time.

iv) The Dairy will have full control on checking and monitoring of the quality of milk supplied by the Distributor in the RMT en-route or at the time of delivery or at the outlet points and the Distributor should comply with the guidelines and instructions given by the Dairy in this regard.

v) The Dairy will arrange to grout and install the Insulated Tank at the outlet points selected by the Distributor and shall have full control on any engineering activities at the outlet points.
vi) The Distributor shall provide enough number of RMTs sufficient to distribute the indented quantity of milk for the agreed period for the designated route/zone without any delay/interruption/hindrances and in good condition. Under no circumstances the non-accessibility of vehicles shall be cited as an excuse for non-supply of milk to any point.

vii) Any insurance coverage etc. required for the materials taken delivery by the Distributor from the premises of the Dairy against theft, pilferage, riots, fire etc. shall be the responsibility of the Distributor. The Dairy shall not be responsible to pay any damages to the Distributor in case of such eventualities.

viii) The Distributor under no circumstances sale/give the indented milk to any party other than the authorized retailers/Concessionaires of the Dairy.

ix) The Dairy shall have the right to inspect the RMTs and supply points of the Distributor at any time to ensure the quality/quantity of milk delivered by the Distributor's personnel as well as the operations of the Distributor's personnel.

x) The Dairy shall have the right to inspect the office premises of the Distributor. The Distributor shall have in his office telephone and other facilities for easy contact and communication as and when required time.

xi) The Distributor shall abide by any changes relating to supply recommended by the Dairy from time to time to facilitate the operations at no extra cost to the Distributor.

xii) It is clearly understood by both the parties that the agreement to be entered into by both the parties will be purely a commercial one and not one of employment. There will be no employer-employee relationship between the Dairy and the Distributor. The employee of the Distributor shall have no right or privilege as per the employment of the Dairy. The Employees of Distributor shall have no right to claim as employee of the Dairy.

xiii) The Distributor shall not under any circumstances transfer wholly or partly the agreement to any other person/Establishment/Firm/Company or assign the agreement or benefits of the agreement to any other party for any reason whatsoever. In such cases the agreement will automatically stand terminated.

xiv) **The tenure of agreement will be for 2 (two) years w.e.f 00.00.0000 to 00.00.0000** renewable subsequently on mutual consent and on assessment of performance of the Distributor (by a review committee as constructed by the Dairy from time to time). Notwithstanding anything contained above, the Dairy shall have full authority and absolute right to terminate the award of distributorship of the Distributor with or without prior intimation if the situation so demands.

xv) The agreement may also be terminated by either of the parties upon giving 30 days clear notice in writing without assigning any reasons whatsoever. The notice will be deemed to have been received if dispatched by registered post to the address of the parties.

con....P/14
xvi) Notwithstanding anything contained above, that at any given time if the Dairy feels that the services rendered by the Distributor is not satisfactory and he has violated the terms and conditions of the agreement, his distributorship would be terminated with immediate effect in writing giving specific reason(s) for such an action. Unless otherwise demanded by the circumstances, the Dairy may caution the Distributor by giving notice in writing against such lapses/omission/commissions and then only consider termination of the contract.

xvii) During the tenure of the agreement, the Distributor shall neither engage himself in the similar type of activities specified in the agreement with any other party/persons/organizations, nor shall he deal with any other party/persons/organizations in a manner detrimental to the interest and reputation of the Dairy.

xviii) In the event of expiry of the tenure of distributorship if no arrangement is made by the Dairy, the Distributor is bound to continue the same services on the same terms and conditions for a further period of 3 months from the date of expiry of the contract.

xix) The Distributor shall not refuse to accept and acknowledge communications addressed to him by the Dairy either sent by post or handed over by the authorized representative of the Dairy. In case, the Distributor refuses to accept such communications, the Dairy shall terminate the contract forthwith without any notice.

xx) The Distributor shall not refuse examination/checking and/or collecting samples of milk from the Distributor's RMT by any of the authorized representatives of the Dairy and/or by any statutory authority any time at any place. In case of such refusal the Dairy reserves the right to terminate the contract forthwith. If any outside agency collects sample it is to be informed to the Dairy by the Distributor immediately.

xxi) Re-shuffling of route may be done as per the requirement of marketing if situation so demands.

xxii) Milometer must be in working condition, otherwise payment will be made on the basis of the lowest slab of that route; and no backlog will be allowed.

8. Payment procedure to be followed and Security Deposit to be deposited by the Distributor are as follows:-

i) The Distributor shall submit to the Dairy on same day or well in advance the requisition for the full quantity of milk for the following day along with the cost of the milk by Account-Payee-Cheque drawn in favour of "WBCMPF Ltd., Mother Dairy Calcutta" on any nationalized bank in Calcutta clearings, after deducting the retailer's and concessionaire's commission and the distributor's commission.

Extra points supply will be done by the tankers out of scheduled route if it is required by Dairy. The supply to the points shall be made without any deviation (Information will be delivered by Control Room to Driver only)
ii) Cost of the milk will be determined on the actual quantity received by the Distributor based on the day-to-day net weight of milk at the Weigh Bridge of the Dairy. Adjustment, for any minor variations from the indented quantity submitted by the Distributor as per weighment at the Weigh Bridge of the Dairy, will be done on fortnightly basis and adjusted from the cost of milk in the next fortnight.

iii) **At the time of the execution of the agreement, the Distributor shall arrange to pay the Dairy Rs. 2,00,000/- per RMT as security deposit by way of bank draft.** The security amount will remain with the Dairy and no interest will be paid for the security deposit and shall not be released on expiry of the tenure or pre-termination until all the dues whatsoever, including the payment of the authorized MD and IT points, are fully paid to the Dairy.

iv) The above security deposit shall be proportionately enhanced by the Distributor as and when required by the Dairy for reasons like increased price of milk etc. The enhanced security deposit amount shall be furnished by the Distributor within a specified period as decided by the Dairy.

9. **Penalty imposition and loss recovery will be done as per the followings :-**

i) If the Distributor fails to provide RMT in time the Dairy shall arrange alternative RMT as per requirement from any other party for necessary delivery of milk. Penalty shall be levied on the Distributor for not providing the RMTs in time at a rate determined by the Dairy.

As and when the Dairy is compelled to provide any RMT to any Distributor for maintaining normal milk supply, the Dairy may impose penalty as decided by Dairy time to time. This penalty shall be imposed by Dairy if the Distributor fails to provide alternative RMT for maintaining smooth supply of milk.

ii) Any loss and/or damage to the property of the dairy caused by the Distributor during the course of his operation shall be realised from the Distributor at a rate determined by the Dairy.

iii) Any loss of documents, belongings, circulars, letters, notices of the Dairy sustained by the Dairy owing to the negligence on the part of the Distributor will be recovered from the Distributor at a rate determined by the Dairy.

iv) Any loss sustained by the Dairy due to delays, short delivery, non delivery, mis delivery, theft of milk, suppression of material information, manipulation of documents and figures, deterioration of milk quality due to non observance of timings and other failures etc. on the part of the Distributor will be realised from the Distributor by the Dairy at a rate determined by the Dairy.

v) Any loss incurred by the Dairy for the return of undelivered milk due to late reporting of RMT at the outlet point or any other reason whatsoever will be realized from the Distributor at a rate determined by the Dairy.

con....P/16
vi) If the Distributor delivers milk to any point other than the authorized points of the Dairy, agreement will be terminated forthwith.

vii) If at any time it is found that the Distributor's personnel have adulterated milk during delivery and/or delivered adulterated milk to the retailers and/or forced the retailers to accept the sub-standard milk, the Distributor will be terminated immediately.

viii) The Distributor shall ensure timely delivery of milk to the authorized points of the Dairy. In case of breakdown of RMT or any other such incident or accident, the Distributor shall be fully responsible for the loss of milk remaining unsold/spoilt/lost. The Distributor shall also make alternative arrangement to ensure distribution of milk at his own cost and at no extra cost from the dairy.

ix) **Penalty will be imposed on the distributor for improper maintenance and painting of the RMT at a rate Rs. 2000/- per month after prescribe the time by the Dairy.**

x) In case the Distributor fails to deliver milk to the authorized points as per schedule penalty will be imposed per point on the Distributor. **The rate of penalty shall be Rs. 500.00 per outlet.**

xi) If a cheque deposited by the Distributor (as in clause F.6) is dishonoured by its banker a penalty of Rs. 1000.00 per cheque will be levied on the Distributor. The value of Dishonoured cheque including Rs.1000.00 as fine will be deposited by the distributor within two days after getting information. In case there is delay in deposit the amount of dishonoured cheque including fine as mentioned in clause 9(xi), an additional penalty of Rs. 500.00/1000.00 per day will be levied extra after two days from getting information (Rs. 500.00 for below Rs.75000.00 and Rs. 1000.00 for above).

xii) If the sales target fixed by the Dairy in the designated route/zone is not achieved by the distributor he is liable to pay penalty at a rate fixed by the Dairy, unless he is able to prove/convince that such shortfall has occurred despite sincere and concerted efforts on his part.

xiii) Any financial penalty imposed on the Distributor shall be adjusted against the bills of the Distributor.

Milometer should be in working condition. If at any time it is found defective, then the lowest distance (below 60 km) rates will be reimbursed, if the milometer will not working condition after the notice period raised by the Dairy.

xiv) In case there is shortage of power, strike, lockout, closure, civil disobedience, fire, flood, natural calamities of any act of God or irresistible force or any other circumstances beyond reasonable control of the Dairy, the Dairy may discontinue the use of any one or more or all the vehicles without giving any notice for which nothing would be paid. No damages shall be paid by Dairy to distributor in this regard.
xv) The agreement with distributor may be terminated by the Dairy if 3 nos. of cheques are dishonoured in a year.

xvi) One stand by tanker will be required for every 10 nos of tankers of Distributor. To implement this every tanker must be given 2 days off in a month. Payment will be made based on actual working days a month (for LMD only).

xvii) Return of Good milk as per despatch report and also as per quality control report shall be accepted during the contract period till further review.

xviii) Handling loss @ 0.4% will be allowed. Handling loss over and above the allowable loss of 0.4% (i.e. 4 ltr. per 1000 ltr.) will be recovered on total daily tanker wise sale per trip.

xix) Quantity of Return milk of good quality should be below 10% of the demand quantity, otherwise re-processing cost will be charged extra @ of Rs. 2.20 per ltr.

The sale price of milk to Mini Dairy's and Insulated Tank's would be as per the Notice/Circular issued by the competent authority of the Dairy time to time.

All the Distributors shall make payment as per prevailing rates. Any short/excess adjustment of commission/service charges shall be paid/recovered at the end of each month on the basis of actual sales statement. Handling Loss over and above the allowable limit shall be recovered at the end of the month as per the handling loss statement.

10(a) **Subsidy**

Mother Dairy Calcutta would reimburse commission as mentioned in the OFFER FORM on the short fall quantity of the guaranteed daily sale of 2500 ltr. annually which would be calculated based on the route wise total actual sale during the financial year.

11. If the Distributor commits breach any of the terms and conditions of the agreement or in any way acts against the interest of the Dairy or acts in any manner which may adversely affect the Dairy's business and reputation or commits any act which is incompatible with the provisions of the agreement, the Dairy shall terminate the contract forthwith without any prior notice.

12. Without prejudice to the Dairy's right or other rights or remedies under the agreement the Dairy may forthwith terminate the contract and forfeit the security deposit upon the happening of any one of the following events if such events occurred more than 3 times within the agreement period without any prior notice.

i) Loss or damages sustained by the Dairy due to late delivery and/or loss of documents/instruments or belongings etc. of the Dairy.

ii) Any unlawful activities by the Distributor and/or his personnel which are detrimental to the reputation and activities of the Dairy.

iii) Any loss or damage sustained by the dairy for non observance/disobedience of instruction/directives/orders of the Dairy.

con....P/18
iv) Any loss or damage sustained by the Dairy due to strike/demonstration of any kind on the part of the Distributor and/or his personnel.

v) Any loss or damage sustained by the Dairy due to negligence on the part of the Distributor.

vi) Loss or damages sustained by the Dairy due to non compliance with any terms and conditions of the agreement.

vii) Insubordination or misbehaviour on the part of the Distributor and/or his personnel with any Dairy staff/official and/or retailers and concessionaires of the Dairy.

Mother Dairy Calcutta reserves the right to extend the contract for a further period of 3 months at the same rate, terms and conditions after the expiry of the contract period. The contractor shall continue the job contract in same terms & conditions.

13. Without prejudice to the actions of termination of the agreement, the Dairy shall at its sole discretion, either on termination of the agreement or on expiry of the terms of the agreement as the case may be also have the right to take any one or more of the following actions:

i) Forfeit the security deposit of the Distributor.

ii) Release full security deposit within a period of 60 days from the date of termination from expiry of the agreement after adjusting the dues and recovering the loss.

iii) Recover the legal expenses and/or other expenses incurred by the Dairy in respect of any failure on the part of the Distributor.

14. The Distributor shall have the right to appeal to the Chief General Manager of the Dairy in case he is not satisfied about any of the decisions taken by the Dairy and in case of any such incident the Distributor will be given a chance to defend his point before taking of any action.

15. Chief General Manager of the Dairy reserves the right to alter the above terms and conditions and/or to included new clauses through an amendment and the same shall be intimated to the Distributor and shall be the part of this agreement.

16. If any dispute or difference shall at any time arise between the two parties in respect of this order or concerning anything herein contained or arising out of this order, or as to the rights, liabilities or duties of the said parties hereunder, or as to the recovery of any amount, the same shall be referred to the sole arbitration of Managing Director, West Bengal Co-operative Milk Producers' Federation Ltd, Block LB-II, Sector-III, Salt Lake City, Kolkata-700098. The decision of the Arbitrator shall be final and binding on the parties. The Hon'ble High Court at Kolkata shall have exclusive jurisdiction as regards any dispute/arbitration under these terms irrespective of any jurisdiction clauses mentioned hereinabove or subsequently in other place(s). The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act,1996 and rules made thereunder of any enactment or statutory modifications thereof for the time being in force.

con....P/19
IN WITNESS WHEREOF the parties hereto have executed these presents the day and the year first above written.

Signed by Dairy Signature

WITNESS

1) Name & Address ______________________ Signature ______________________
   ( In Block letters)

2) Name & Address ______________________ Signature ______________________
   ( In Block letters)

Signed by Distributors Signature

The Distributor above named in presence of witness :

1) Name & Address ______________________ Signature ______________________
   ( In Block letters)

2) Name & Address ______________________ Signature ______________________
   ( In Block letters)