TENDER FOR JOB CONTRACT FOR TRANSPORTATION AND DELIVERY OF MILK PRODUCTS FROM MOTHER DAIRY CALCUTTA TO RETAILERS/STOCKISTS/DISTRIBUTORS/INSTITUTIONS/DIFFERENT EVENT IN AND AROUND KOLKATA, HOWRAH, HOOGHLY, 24 PARGANAS(N&S) AND ITS SUBURBS THROUGH SELF-PROVIDED COVERED & INSULATED LIGHT VEHICLES INCLUDING LOADING AT THE DAIRY AND UNLOADING AT DELIVERY POINTS.

Tenders are invited for two years job contract for transportation and delivery of Milk Products from Mother Dairy Calcutta to Retailers/Stockists/Distributors/Institutions in and around Kolkata and its suburbs through self-provided covered & insulated (at least two in number) Light Vehicles including loading at the Dairy and unloading at delivery points.

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 up to 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. 2100.00 (including GST) & EMD of Rs. 60,000.00 for each vehicle 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

TENDER DOCUMENT/PDTT/SM
TENDER FOR JOB CONTRACT FOR TRANSPORTATION AND DELIVERY OF MILK PRODUCTS FROM MOTHER DAIRY CALCUTTA TO RETAILERS/STOCKISTS/DISTRIBUTORS/INSTITUTIONS/DIFFERENT EVENTS IN AND AROUND KOLKATA, HOWRAH, HOOGHLY, 24 PARGANAS(N&S) AND ITS SUBURBS THROUGH SELF-PROVIDED COVERED & INSULATED LIGHT VEHICLES INCLUDING LOADING AT THE DAIRY AND UNLOADING AT DELIVERY POINTS.

We invite your quotation for two years' job contract for transportation and delivery of Milk Products from Mother Dairy Calcutta to Retailers/Stockists/Distributors/Institutions in and around Kolkata and its suburbs through self-provided covered & insulated (at least two in number) Light Vehicles including loading at the Dairy and unloading at delivery points.

**General Terms and Conditions:**

Bidders must have working experience as Transport Contractor with reputed organization(s) for at least 5 (five) years. However, if any party is otherwise found suitable, the said experience of 5 years may be relaxed by the competent authority.

The vehicles offered should be in excellent working condition with a sound engine and body, manufactured not earlier than year 2010. The vehicle should be able to carry minimum 165 number of loaded crates (of size approximately 570 mm X 280 mm X 180 mm).

Bidder should not be a near relative of any authorized retailer, concessionaire, supplier or employee of the Dairy or WBCMPF Ltd. (near relative means father, mother, brother, sister, son, daughter or spouse). A declaration to this effect should be submitted by the bidder (format enclosed).

Successful bidder shall be required to enter into an Agreement (format enclosed) governing the terms of the contract with the Dairy by affixing Non-judicial adhesive stamp.

At the time of execution of the said Agreement, the successful bidder, hereinafter termed the Product-Transporter/Product-Transport Contractor, shall pay the Dairy **Rs.1,25,000.00** for each Light Vehicle deployed as Security Deposit by way of Bank 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. The Security Deposit will bear no interest.

TENDER DOCUMENT/PDTT/SM
After selection, the Product-Transporter shall also be required to submit self-attested copies of the blue books of the vehicles deployed along with the following valid documents issued against the said vehicles:

i. Vehicle Registration Certificate
ii. Insurance
iii. Tax Token
iv. Road Permits
v. Smoke Emission Certificate
vi. Certificate of fitness

In case the bidder refuses to accept the Order after finalization or does not provide necessary vehicles within 15 days of date of issue of concerned Letter of Intent (LOI) referring the finalized rate, terms and conditions, Earnest Money/Security Deposit will be automatically forfeited.

The Dairy reserves the right to engage trucks/light vehicles as per its requirements. The Dairy shall have the right to increase/decrease the number of engaged vehicles, if required. If the Transporter fails to provide additional vehicle as per requirement of Dairy and within the stipulated time Dairy reserves the right to engage vehicle from any other party. No further request for engagement of additional vehicles shall be entertained from such Transporter during the contract period.

**Essential conditions for filling the quotations:**

Tenderers are requested to submit the Tender Document, BOQ and agreement duly signed on all pages with official seal in token of their acceptance.

The quoted rate shall remain valid for the two years. Rate shall be firm for entire execution of work order and no escalation of rate on any ground what-so-ever shall be applicable during the contract period.

Fax, E-mail, Telegraphic and conditional offer shall not be accepted.

This contract is governed by the General Terms and conditions laid down in the specimen agreement enclosed herewith. The bidder shall read carefully all those terms and conditions and submit the same along with this offer duly signed and sealed on all pages in token of their acceptance.
You are required to upload self-attested photocopies of the following without which your Tender offer will be considered invalid (However, as per requirement of the Dairy authority you shall produce the original for verification, at any time):

i. PAN.
ii. Current and valid Trade License.
iii. Current and valid Profession Tax Clearance Certificate in Form XIX.
iv. Partnership Deed (for Partnership Firm) or Articles of Association and Memorandum (in case of Company).
v. Documents in support of experience of working directly as a Transport Contractor with one or more reputed organizations.
vi. Details of each of the vehicles offered enlisted on a separate sheet.
vii. E.S.I. Registration No.
viii. P.F. Registration No.
ix. GST Registration Certificate

You shall also upload a copy of this Tender Document (including General Terms & Conditions and the specimen Agreement) with the Tender Form and Declarations duly signed and stamped on all the pages as a token of acceptance of all terms and conditions.

All the enclosures are mandatory.

Tender offer without tender fee and Earnest money will be summarily rejected.

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 & condition.

The Chief General Manager reserves the right to accept any or reject any or all Tender offers without assigning any reason whatsoever. The Chief General Manager also reserves the right to amend/alter the contract during the contract period if needed.

If you seek any clarification regarding submission of your Tender offer, you may contact our In-charge (Distribution) at our Dankuni Office/ City Office on any working day.

******************
AGREEMENT FOR JOB CONTRACT FOR TRANSPORTATION AND DELIVERY OF
MILK PRODUCTS FROM MOTHER DAIRY TO RETAILERS/STOCKISTS/DISTRIBUTORS/INSTITUTIONS/DIFFERENT EVENTS IN AND AROUND KOLKATA, HOWRAH, HOOGHLY, 24-PARGANAS (N&S) AND ITS SUBURBS THROUGH SELF-PROVIDED COVERED & INSULATED LIGHT VEHICLES INCLUDING LOADING AT THE DAIRY AND UNLOADING AT DELIVERY POINTS.

Articles of agreement made this ..................day of........................two thousand.... between Mother Dairy Calcutta, a Government of West Bengal Project being managed by West Bengal Co-operative Milk Producers' Federation Ltd. having its registered office at Village Banderbill Mouja - Kusaigachi, 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 Under Police Station

(In case of Firm and Proprietorship Business)

Name(Proprietor/Partner) Name of Father/Husband Address with PS

(hereinafter referred to as "Transporter" 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 The Dairy is engaged in the business of selling Milk Products (hereinafter referred to as the 'Products') to the Retailers/Stockists/Distributors/Institutions (hereinafter referred to as 'Outlets') in and around Calcutta and its suburbs and the transporter has agreed for transportation and delivery of the Products in time as per the route chart assigned by the Dairy through his light vehicle on the terms and conditions herein contained. 'Distributors' include the Local Area Distributors (LAD).
NOW THIS ARTICLE OF AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED, RECORDED AND CONFIRMED BY BOTH THE PARTIES HERE TO AS FOLLOWS:-

1. This agreement shall remain operative for a period from __________ to __________. It shall automatically stand terminated on expiry of the said period of two years unless extended/renewed for any further period by mutual agreement. No separate notice will be served by the Dairy on transporter in this regard.

2. This agreement may also be terminated by either of the parties with 30 days clear notice in writing without assigning any reason whatsoever. The notice will be deemed to have been received if dispatched by registered post at the address herein above mentioned.

The agreement is also subject to termination under the clause nos. 6(iii), 7, 8, 10, 12 & 13 of this agreement.

3. The transporter will provide requisite number/numbers of covered light vehicles in sound condition (manufactured not earlier than year 2010) for clearing, transportation and delivery of 'products' from or to the Dairy and will duly perform and observe the terms and conditions of this agreement for which he will be paid service charges as agreed to hereunder.

Specification of Vehicles:

The vehicle offered should have the height (inside) from deck to roof 6 ft. 6 inch minimum. The wooden deck is to be covered with two inch Thermocol and covered with 2 mm thick Chequered Aluminium Plate. The vehicle is to be insulated with 4 inch thermocol. Outside covered with 1.6 mm Mild Steel Sheet. Inside covered with 1.6 mm Aluminium sheet. Two pcs. rear door with air tight locking arrangement, opening 6 ft X 3 ft. 6 inch.

The light vehicle must be covered and insulated with GI sheets of 22 gauge, with door at rear side as per design of Dairy and painting as per the colour scheme of the Dairy. Considering the Motor Vehicle Act with a regard to length, breadth and height, the transporter would be required to complete the insulation and painting within 30 days from the date of awarding the contract. The cost of the above job will be borne by the contractor.

con....P/3
The vehicle offered should be of excellent working condition. The vehicle should also be painted periodically at an interval of six months as per approved design. Vehicle should be presentable and maintained neat and clean, hygienic and road worthy. Non-compliance with the above conditions penalty @ Rs. 100.00 per day per vehicle shall be imposed and/or deducted from the payment bill.

4. At the time of execution of this agreement the transporter shall arrange to pay the Dairy Rs.1,25,000.00 as security deposit for each light vehicle for the due performance and observance by the transporter of the various terms and conditions of this agreement. The said security is liable to be forfeited in case of any breach of terms and conditions of this agreement. The security deposit shall bear no interest.

The dairy shall pay the following trip charges (all inclusive) including the cost of wages & benefits of two driver(semi-skilled) and two loader(un-skilled), which will remain firm and fixed up to the last day of the contract period without escalation for any reason whatsoever.

**(TO BE FILLED AT THE TIME OF AGREEMENT)**

(i) Rs.__________ per covered and insulated light vehicle per trip covering 100 km. including cost of running, supervision etc. to and fro from the Dairy.

(ii) Rs.__________ per covered and insulated light vehicle per trip covering 130 km. including cost of running, supervision etc. to and fro from the dairy.

(iii) Rs.__________ / Rs.__________ per covered and insulated light vehicle per trip considering two trips in the duration of 24 hours covering 100/130 km. including cost of running, supervision etc. to and fro from the Dairy.

iv) Rs.__________ / Rs.__________ per covered and insulated light vehicle per additional (not regular in nature) trip covering 100/130 km. including cost of running, supervision etc. to and fro from the Dairy.

vi) The above work shall be carried out by two nos. light commercial vehicles engaging one Driver and one Helper in each vehicle.

vii) If at any time it is necessary for the Dairy to engage a third and/or similar light commercial vehicle for Products transportation job or other transportation job the services of those two workmen (Driver & Helper) will be utilized in the same third vehicle. Their wages and benefits will remain unchanged and shall be continued to be governed by the terms & conditions of this contract.

con....P/4
viii) Reimbursement of Toll Tax, as and when applicable, shall be made to the Transporter by the Dairy subject to submission of Toll Tax receipt on certification basis.

5. The Transporter shall clear the consignment from Dairy's Cold Store i.e. get all the documentation done and load the individual vehicles, as per the schedules given by the Dairy schedules, complete all the documentations, obtain proper receipts and transport back the empty crates and undelivered Products' to the Dairy and complete the clearing work by submitting the delivery documents, indents and payments received from the outlets as per the procedure laid-down hereunder. Each of the functions are detailed below:

i) The vehicle should report to the despatch dock and leave the Dairy every day in time as may be notified by the Dairy from time to time. The Dairy will penalize the transporter for the delay in reporting and leaving the Dairy. The rate of penalty will be determined by the Dairy at a rate determined by the dairy.

ii) The transporter or his authorized representative shall take over the consignment of 'Products' in crates/containers every day from inside/outside of the Dairy's cold store/sub cold store and arrange to load the same in his vehicles as per the despatch documents after duly verifying that he is loading the correct quantity of 'Products' and crates/containers as per the Gate Pass Challan/invoices. The transporter should ensure that he loads only good 'Products' in order and does not load any excess quantity in the form of either cups/packaging materials or any extra crates/containers over and above the quantity allotted for delivery by a particular vehicle. In case, any discrepancy is detected by the Dairy on this account, the transporter will be held responsible and in such event the transporter will be liable to be penalized @ 25 times of the value of the excess material loaded in the vehicle. All goods transported will be at carrier's risk.

iii) The transporter shall transport and deliver the 'Products' to various outlets as contained in the delivery schedule, to all the outlets within the time specified by the Dairy. The transporter will be penalized for noncompliance of the delivery time without any valid reason, also for late submission of empty crates and documents to the Dairy. The rate of penalty will be determined by the Dairy. The transporter shall obtain receipts for the 'Products' delivered, collect the indents and the payments, if any, and return to the Dairy the undelivered products and the empty crates/containers on day to day basis.

If any crate/container is left to any outlet on any date and for any reason whatsoever, those empty crates/containers must be collected back on the same date and returned back to the Dairy. Transporter will inform the day to day position of the crate balance at each outlet to the dairy and will also collect crates from the parties. Failure to collect crates/container will be treated as the lapse of the transporter and the value of crates /containers shall be realized from the monthly bill on month to month basis.

con....P/5
iv) The transporter will be responsible for collection of payment in Cheque/ Draft/Cash from the outlets, clearing & forwarding agents and other third parties and depositing it with necessary accounting to the Dairy on Daily basis. The loss incurred by the Dairy for any loss due to non-submission or delayed submission will be realized from the monthly bill and the security deposit.

v) The transporter will be totally responsible and accountable for the entire quantity of 'Products and crates/containers taken by him for delivery as per the delivery schedule and should provide the dairy the account for 'Products' delivered and return the balance quantity of 'Products' which may remain undelivered and the empty crates/containers to the Dairy in good condition. In case any 'Product' is not delivered and otherwise not accounted for or returned in spolt/damaged condition, the cost of the same will be recovered from the transporter as per the selling price of 'Products' and buying rate of crates/containers with inner thermocol linings & cool packs etc.

vi) The transporter will also be bound to take and deliver all documents, circulars, letters etc. which may be issued to the outlets and deliver the same to all the outlets as and when directed by the Dairy.

vii) The transporter shall make the challan etc. complete the distribution sheet & submit the same to the Dairy on daily basis. If they fail to submit the same within three days penalty will be imposed. Rate of penalty will be determined by the Dairy.

viii) The transporter shall transport and deliver "Products" also to Bulk Purchasers/Institutions as contained in the delivery schedule within the time specified by the Dairy.

6. While transporter is performing the job of clearing, transportation and delivery of 'Products' as specified in Clause 5 above, such transporter shall also be responsible for the following:

i) The transporter should ensure that all the outlets get supply of products in time as per their requirement. In case of any delay/non-supply related to the losses incurred by the Dairy would have to be borne by transporter.

ii) The loss of and/or damage to the property of the Dairy if any caused by the transporter from the time of clearing to delivery of 'Products' and return to the Dairy, shall be realized from the transporter.

iii) If at any time the transporter or any of his vehicle is found involved in any unlawful Act/theft/smuggling of Dairy's properties, the Dairy reserves its right to make appropriate
recovery from the transporter and also penalize the transporter. In case of repetition of such incident by the transporter more than thrice within the period of the agreement, the Dairy shall have right to terminate the agreement without any prior notice besides recovery of all losses/damages.

iv) The Dairy will not be liable for any accident made by the transporter outside or inside the Dairy premises. The transporter will have to compensate the loss or damage sustained by the party or parties affected by such accident. In case of any complaint of accident, the dairy reserves the right without being liable, in any way to inform the complainants and the custodians of law, the name and address of transporter involved and also withhold bill/security deposit of the transporter, recover the appropriate amount and make payment to statutory or other authorities if any.

If at anytime any vehicle of the transporter causes damage to any property of the Dairy within/outside its premises the dairy reserves the right to recover the cost of the property damaged.

v) The transporter shall ensure that he does not loose any documents, belongings, circulars, letters, notice etc. of the dairy. If any loss is sustained by the Dairy for negligence on the part of the transporter, the dairy reserves the right to recover the loss from the transporter.

vi) Recoveries for losses and damages in case of delays, short delivery, non-delivery, mis-delivery, theft of 'Products' loss of money/documents/instruments/crates/containers circulars/letters, suppression of material, information, manipulation of documents, figures and 'Products' having deteriorated in quality due to non-observance of timings and other failures would be realized from the transporter at the rate determined by the Dairy.

7. In case of non-reporting of the vehicles for loading and/or non-delivery of 'Products' to the outlets within stipulated time for reasons whatsoever, the transporter shall reimburse the losses incurred by the Dairy, if any. If such instance occurs for more than three times during the tenure of his agreement the Dairy will have the right to terminate the agreement and may also forfeit the security deposit.

8. In case there is shortage of materials, shortage of power, strike, lockout, closure, civil disobedience, fire, flood, natural calamities or 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 with a notice of three days. If the vehicles are not used during this notice period the Non-utilization charge per day per vehicle shall be paid by the Dairy.

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Beyond the period of three days the Dairy will not be liable in any way to pay service charges or any compensation or claim for loss and/or damage in this regard to the transporter.

The same condition will be applicable in case of the transporter also. The transporter will be held liable for any sudden failures on his part for reasons whatsoever excepting natural calamities etc. and if such failures occur for more than three times during the tenure of his agreement the dairy will have the right to terminate the agreement and may also forfeit the security deposit.

9. On completion of the job of every month, the payment to the transporter will be made by A/c Payee Cheque on monthly basis within 30 days after submission of bill, provided crate accounting statement for the previous month is furnished along with the bill by the transporter to the Dairy.

Recoveries if any will be made from the bills-details of the recoveries made will be provided to the transporter.

10. The transporter shall obtain necessary trade and other licences as may be required to carry on the business of transportation and shall also be responsible for all compliance of all rules and regulations which may be informed from time to time by the appropriate authority at his own cost.

The transporter shall not under any circumstances whatsoever transfer wholly or partially the benefit of this Agreement to any other persons firm/company. Disobey this agreement will automatically stand terminated.

11. It is made absolutely clear here that this agreement is a commercial agreement by and between the Dairy and Transporter for clearing, transportation and delivery of 'Products' to the 'Outlets' through transporter's light vehicle and not one of the employment. There will be no employer-employee relationship between the Dairy and the transporter. So under no circumstances the transporter and/or his employees/servant/agent will be the agent, servant, employee of the dairy and therefore, the transporter and/or his employees/servant/agent shall not be entitled to rights, privileges, benefit etc. which are extended to the employee of the dairy.

The transporter shall be fully responsible for complying with all the statutory obligations as applicable from time to time and will keep the dairy indemnified for and in respect of all his acts and/or omission.
Nothing in this agreement shall be considered to make the transporter as 'sole selling transportation and delivery agent of the dairy and the dairy shall have the right to select on or more transporter/transporters in respect of clearing, transportation and delivery of the said 'product' in the same locality without over-riding commission being payable to the transporter on sales made through such transporter in the locality.

12. The transporter shall not refuse to accept and acknowledge communication(s) addressed to the transporter by the dairy either sent by post or presented personally by the Dairy's representative. In case, the transporter refused to accept the communication(s) sent by post or personally by the Dairy's representative, the dairy shall terminate this agreement forthwith without any notice.

The transporter shall provide mobile phone at his own cost to the driver/staff of the truck/LCV for effective communication.

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

13. Without prejudice to the Dairy's right under clause 1 of the agreement as above or other rights or remedies under this agreement the Dairy may forthwith terminate this agreement and forfeit the security deposit upon the happening of any of the following events, if such events occur more than 3 times within the agreement period:

a) Loss or damages sustained by the Dairy due to late delivery and/or loss of documents/instruments or belongings etc. of the dairy both inside and outside the Dairy.

b) Any unlawful activities by the Transporter which is detrimental to reputation and activities of the Dairy.

c) Any loss or damaged sustained by the Dairy for non-observance/disobeying instructions/directives/order of the Dairy.

d) Any loss or damages sustained by the Dairy due to strike/demonstration of any kind on the part of the transporter.

e) Loss or damages sustained by the Dairy due to negligence on the part of transporter.

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

g) In-subordination or misbehavior on the part of the transporter or his employee or Agents.

h) Loss or damages sustained by the Dairy due to shortage of material in transit from the Dairy to Calcutta City and its suburbs and back.

i) Loss or damage sustained by the Dairy for delayed/non collection of payment from the outlet, C&F agents and other third parties.

j) Loss or damage sustained by the Dairy for substantial breakage/loss of crate/containers.

THE FOLLOWINGS ARE TO BE ENSURED BY THE CONTRACTOR

Reshuffling of Contractors' Workers

The contractors' workers engaged for different job contracts may be reshuffled as per the need of the dairy in different section and may also be engaged for other work in same section. Refusal shall be treated as misconduct. However, wages and benefits shall be allowed as per the placement.

Attendance

All listed contractors' workers must punch the attendance card "IN" & "OUT" as shall be allotted by the contractors before start of work and at the end of shift as per the notified shift timings by the contractor. Deduction shall be made from the wages of the contractors' workers by the contractors in case they leave the dairy/normal place of work before the end of normal duty hours.

Disciplinary Action against the theft case

The contractors' workers shall be subjected to disciplinary action including termination of engagement by the contractors in case they are found guilty of theft, dishonesty, misbehavior, assault, refusal to work, etc. in the place of work or outside in connection with the work. Provision of model standing order shall be applicable to them.

Performance Report:-

The report of contractors shall be considered for assessing the performance of contractors' workers as and when required.

14. Without prejudice to the action of termination of this agreement, the Dairy shall at its sole discretion, 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.

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a) Forfeit the security deposit of the transporter.

b) Release full security deposit within a period of 60 days from the date of termination/expiry of the agreement after adjusting the dues.

c) Recover the legal expenses and or other expenses incurred by the Dairy in respect of any failure on the part of the transporter.

15. The transporter will have a right to appeal to the Chief General Manager in case he is not satisfied about any of the decisions taken by the Dairy authorities.

Arbitration Clause:-
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 hereinafore 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 there under of any enactment or statutory modifications thereof for the time being in force.
IN WITNESS HEREOF the parties hereto have executed these presents the day and the year first above written.

For official use only.

Signed by Dairy Signature

WITNESS
Name & Address(in block letters) Signature
1)
Name & Address(in block letters) Signature
2)

Signed by Transporter Signature

The Transporter above named in presence of witness.

1) Name & Address(in block letters) Signature

2) Name & Address(in block letters) Signature
Mother Dairy Calcutta  
P.O. Dankuni Coal Complex, Dist. Hooghly, (WB), Pin -712310

TENDER FORM

TENDER FOR TRANSPORTATION AND DELIVERY OF MILK PRODUCTS FROM MOTHER DAIRY TO RETAILERS/STOCKISTS/DISTRIBUTORS/INSTITUTIONS IN AND AROUND KOLKATA AND ITS SUBURBS THROUGH SELF-PROVIDED LIGHT VEHICLES INCLUDING LOADING AT THE DAIRY AND UNLOADING AT DELIVERY POINTS.

(This form should be completed giving detail and correct information failing which the bidder can be rejected).

I/We have read and understood all the terms and conditions for transportation and delivery of milk products as laid down by Mother Dairy Calcutta. I/We hereby offer my/our light vehicle/vehicles for clearing, transportation and delivery of milk products from Mother Dairy at the above mentioned address to Retailers/Stockists/Distributors/Institutions in and around Kolkata and its suburbs and thereafter carrying back the belongings and relevant documents of Mother Dairy Calcutta to its Dankuni premises.

1. Name of the Bidder  
   (If the offer is made in case of firm/company the name of firm/company should be mentioned).

2. Permanent Address  
   (In case of firm/company Regd. Office address including jurisdiction of the Police Station).

3. Telephone No.
   i) Residence
   ii) Office
   iii) Garage/Workshop

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4. The strength of fleet which you own vehicle offered:-

   (a) Regd no. of vehicle:
   (b) Year of Manufacture:
   (c) Model & Make:
   (d) C.F valid upto:
   (e) Tax token valid upto:
   (f) Insurance valid upto:

   (Copies of relevant documents must be uploaded only with tender. Otherwise the tender will be rejected).

5. Name of the Bankers:

   ___________________________  ___________________________
   Date  Signature of the Bidder
          with official seal
Mother Dairy Calcutta  
P.O. Dankuni Coal Complex, District: Hooghly (W.B.) Pin: 712310.

DECLARATIONS

Declaration - I

To                                                                                                        Date:
The Chief General Manager  
Mother Dairy Calcutta  
P.O. D.C.C., Dist. Hooghly.  
Pin-712310.

Dear Sir,

I/We,.........................................having office at........................................ ......dealing with transport business with valid trade licence (Licence No. & Date.................................)issu ed 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 the vehicles to be engaged in transportation and delivery of 'Products' from Mother Dairy to the outlets in and around Calcutta and suburbs.

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 clearing, transportation and delivery of 'Products' from Mother Dairy Calcutta to the outlets in and around Kolkata and suburbs. In case of any failure on my/our part and consequence of situations arising on any account, Mother Dairy will not be responsible and liable for such failures on my/our part.

Date                                                                                                      Signature of Transporter  
with Official Seal

Address

con…P/4
Mother Dairy Calcutta
P.O. Dankuni Coal Complex, District: Hooghly (W.B.) Pin: 712310.

DECLARATION - II

Date

This is to certify that I/We have no near relative as authorized retailer, concessionaire, supplier or employee of Mother Dairy or WBCMPF Ltd. (near relative means father, mother, brother, sister, son, daughter and spouse).

Address:  
Signature of the Transporter  
Official seal with date
WAGES & BENEFITS

Persons engaged by the contractor for delivery of milk in Poly pack will get the following w.e.f. 01.04.2018.

A. **Daily Wages**
   - Drivers wages - Semiskilled: **Rs. 351.00** per day
   - Helpers wages - Unskilled: **Rs. 334.00** per day

B. **Dearness Allowance (D.A.)**
   @ 100% of the daily wage rate.

Note:-
To arrive at the monthly rate of wages daily rates of wages shall be multiplied by 26 days.

Payment to be made on or before 7th of the following month from the payment counter.

Weekly off: One Weekly off day is to be given.

**Leave** : **Earned Leave**

The Contractors' Workers who will perform duty in 240 days in a year (12 months) of the contract period shall be entitled for 18 days Earned Leave (EL) (for 12 months) of the contract period. The contractors' workers who will perform duty less than 240 working days shall be entitled for Earned Leave on pro-rata basis of the actual working days.

The excess consumption of Earned Leave, if any, that shall be recovered in cash from the first month’s pay bill on the following year by the same contractor or other contractor who will get the job contract and under whom the concerned worker will be engaged.

**Festival Leave**

10 days leave with pay in a year inclusive of 3 National Holidays & 1st May. As it is essential work the 3 times wages will be paid for work done on 26th January, 15th August, 2nd October and 1st May.

**P.F.**: To be given as per statute. This shall be deducted from monthly bills at source.

**E.S.I.**: To be given as per the statute.

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**Other Benefits (Per head per year)**:

- **Rain Coat**: 1 pc. in a year (Rs. 219.00).
- **Sweater**: 1 pc. in a year (Rs. 250.00).
- **Shoes**: 2 Pair rubber Shoes for helper (Duck Back brand). Drivers to get one pair leather shoe (Rs. 265.00) and one pair rubber shoe (Duck Back brand) @ Rs. 394.60/pair. Labour Sarder/Supervisors to get two pairs of Rubber Shoes (Duck Back make) (each @ Rs. 394.60/pair).
- **Monkey Cap**: 1 pc. in a year (Rs. 39.00).
- **Soap**: 2 pcs. Lifebuoy soap per month (Rs. 23.75 per pc).
- **Uniform**: 2 Sets of uniform consisting of 2 trousers and 2 full shirts of approved colour terry cotton cloth will be given. The cost of the Uniform including stitching charges etc. will be maximum of Rs. 1100.00 per head.
- **Identity Card**: To be issued by the contractor, in the first month of Tender year.
- **Canteen**: Can avail the canteen of Mother Dairy Calcutta on payment.

**Supply Allowance**:

The payment of supply allowance Rs. 11.00 per day of work to the Drivers & Loaders of all category i.e. Regular, Casual, Badli etc. are allowable by the contractor subject to the followings:-

Loaders & drivers so engaged are to distribute milk pouches to all the delivery points in time and as assigned by the Dairy as per the daily route chart

Loaders will check the milk pouches at the despatch dock and eliminate the leaky milk pouches while loading the truck/light vehicle.

They will not resort to any sort of unfair practices like adulteration, tear off/cut the milk pouches and make any pinhole etc. in the milk pouches.

They will return the distribution sheet duly receipted by the Retailers/Stockists/Distributors/Institutions and submit the same to the Distribution Section on the same day.

The drivers of the respective trucks shall be present at the time of loading/unloading of the milk pouches in the trucks in the interest of Mother Dairy. They should report to Distribution Staff before loading of vehicle starts.

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Loading of pouches in trucks:
The crates are to be directly loaded from the cold store to the truck without keeping the same in the despatch dock to avoid increase in temperature which is affecting the quality of milk. The said pouches are to be kept in crates without segregation in vertical condition.

Delivery of milk:
The loaders and drivers should allow the Retailers/Stockists/ Distributors/ Institutions to note the delivery time and such other comments as may be required in their distribution sheet. Distribution sheets shall be handed over to the drivers only by the Distribution staff for better coordination and control. No quantity of return milk will be accepted by the Dairy.

For optimum utilization of trucks for distribution of packet milk a truck should be loaded with 540 crates and routes will be reshuffled as per procedure of Mother Dairy Calcutta.

The contractors' workers shall also be required to perform at or from the franchisee units of Mother Dairy.

Reshuffling of Contractors' Workers:
The contractors' workers engaged for different job contracts may be reshuffled as per the need of the dairy in different section and may also be engaged for other work in same section. Refusal shall be treated as misconduct. However, wages and benefits shall be allowed as per the placement.

Attendance:
All listed contractors' workers including the drivers, loaders and supervisors must punch the attendance card "IN" & "OUT" as shall be allotted by the contractors before start of work and at the end of shift as per the notified shift timings by the contractor. Deduction shall be made from the wages of the contractors' workers by the contractors in case they leave the dairy/normal place of work before the end of normal duty hours.

Disciplinary Action against the theft case:
The contractors' workers shall be subjected to disciplinary action including termination of engagement by the contractors in case they are found guilty of theft, dishonesty, misbehaviour, assault, to refusal work, etc. in the place of work or outside in connection with the work. Provision of model standing order shall be applicable to them.

Performance Report:
The report of contractors shall be considered for assessing the performance of contractors' workers as and when required.
**Early Despatch Allowance:**
The allowance for early despatch of poly pouch milk, shall be paid @ Rs.15.00 per workman per day to the workmen only who are engaged to come in early hours to meet up the miscellaneous expenses for performing additional prolonged hours duty.

**Canteen facilities:**
Cash equivalent to the subsidy amount (at present Rs.5.50) of food allowed to regular employees will be paid. In case of any higher revision the same shall be applicable to the contractor's workers.

**Night duty allowance:**
Contractor's workers who will be required to perform night shift duty shall be paid night duty allowance @ Rs.5.00 per night of attendance. Night allowance of Contractor's workers will be increased if night allowance of permanent workers be increased.

**House rent allowance:**
Contractor's workers shall be entitled to HRA @ 10% of earned wages only as per the provisions of the payment of West Bengal HRA Act.

*If there is any change of wages & benefits during the contract period the difference amount will be reimbursed at actual (inclusive of all) through an amendment order.*

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