

AGREEMENT FOR PLYING LORRIES FOR MILK DISTRIBUTION

This Agreement executed at Karaikudi this day of between the VRD 793 Sivagangai District Cooperative Milk Producers' Union Ltd. Karaikudi represented by the General Manager or the officer authorized by the General Manager and having its office at Kalanivasal , O Siruvayal Road, Karaikudi-630 002 herein after called the union, which terms shall mean and include its successors in the interest of the first party and Thiru/Thirumathi..... residing at District herein after called the contractor, which terms shall mean and include his/her executors, administrators, legal representative and assigns of the second party.

Whereas the Union has called for tenders for the Distribution of milk situated in the specified routes in the Sivagangai and Ramanathapuram Districts.

And whereas the union has received tenders for the same and has accepted the tender of the contractor on the following terms and conditions.

1. The rates offered by the Contractor of Rs.....Per Trip or Per Km. is agreed and accepted and the rate will hold good for the entire contract period or till the termination of the contract. However the Rate / Km / Trip will be reduced or increased on par with diesel price increase or decrease as announced by the government from time to time.
2. A lorry with minimum of 4.0 Mts and above Capacity, 3.0 Mts and above Capacity, 2.5 Mts and above Capacity and 1.0 Mts and above Capacity in good running conditions should be provided and the lorry should carry milk from the Dairy to concessionaries / Agents in the route awarded to the contractor.
3. The actual source from which milk & milk products has to be distributed from time to time, the schedule time of arrival of the vehicles, at the Distribution points and at the Distribution points and at the Dairy will be furnished to the Contractor. The contractor has to adhere to the timing.
4. The Contractor should engage his own personnel for loading and unloading of milk cans / Tubs at the Distribution points and at the Dairy at his own cost. The Distribution and handing over of tubs / sachets should be done at each point carefully without any damage to tubs / sachets as well as milk. If any damage of tubs / sachets and to the milk occurs by the contractor during loading and unloading the cost will be recovered from the contractor.

5. The period of contract from 2022-2023 and 2023-2024 and the contract period can be extended for a period 6 months as the union desires and the contractor is bound to ply his contract vehicle on the same terms and conditions of the tender.
6. If a lesser capacity of vehicle used in the place of approved higher capacity type of vehicle 30% will be imposed as penalty without notice.
7. Vehicle must have uniform body, colour and must have proper insulation as specified by the union from time to time. Approved vehicle should bear the word As “ On contract to AAVIN, KARAIKUDI” in the front board of the vehicle neatly written in blue letters with white background.
8. The Contractor should have standby vehicles to be utilized in time of breakdown of any his vehicles in the routes.
9. The union reserves right to alter, increase or curtail the length of the routes or number of vehicles or stop the Routes whenever necessary arises (as per the length of the routes or number of vehicles) as per the requirements without any previous notice, but however intimation will be given to the Contractor. He should instruct his drivers to adhere the instructions given by the Union officials from time to time.
10. The General Manager reserves the right to deploy the vehicles of smaller capacity on reasons of economy and convenience whenever and wherever necessary.
11. If the union or the Milk Producers’ Society/ Societies/ Dealers/ Parlours should sustain any loss due to the stoppage of the vehicle contractor, the loss so sustain should be reimbursed and made good by the Contractor.
12. The Contractor should send a substitute vehicle in case of breakdown of his vehicle plying in the routes at his cost. No extra amount will be paid by the union for such substituted vehicle. The Contractor should transport the milk/ sachet milk itself, from Karaikudi Dairy to Agents/parlours/dealers as per the direction given by the concerned Manager (Mktg.) or Manager (Dg.) or any other authorized Officer.
13. The Contractor will be responsible for the prompt Distribution of milk and Milk Products keep proper accounting and record of things to be transported in the vehicles as per instructions of the Union.

14. If the milk is found spoiled due to late arrival of the vehicle later than the stipulated time or non-distribution of milk from any milk producers Co-operative Society/ Dealers/ Parlours etc. the cost of milk so spoiled should be made good by the contractor as under:
- a) 100% of the value of the milk & milk products paid to the suppliers, in case of the milk is spoiled due to late delivery of milk by the contractor vehicles at appointed delivery points by the Contractor 100% of the cost will be recovered from them.
15. The Contractor is responsible for any damage or loss to the trays and packages, containers and any articles or machinery of the union or the Agents transported in the vehicles. In the event of non-performance, double the cost for non-performance and the cost of spoiled milk in full will be levied as penalty. The amount of overhead charges that occurs to the union will be recovered from the contractor, if milk is spoiled due to late arrival, non-collection/non-performance as the union stands to lose the amount.
16. A) The Contractor is responsible for distribution of milk, during strikes distribution of milk should not be stopped on any account without the authorization of the union.
- B) The distribution vehicles should be parked at dairy/ Chilling Centre premises at the specified time positively and distribute milk & milk products at the scheduled time. In case of failure/delay a sum of Rs.100/ trip will be imposed as penalty.
17. The vehicle put on road and staff employed by the contractor should satisfy the provisions/orders of the Motor vehicle Act and Rules framed there under from time to time. The union will not be responsible and answerable for any lapses on the above and for the accident enroute. Due to the accidents if any third party claims as sustains injury or any property damages sustained by the third party the contractor alone is responsible to make good the loss by paying the compensation amount to the third party. In case of any loss of properties of the union entrusted with the contractor as goods including milk and milk products, etc. by way of damage, spoilage or spillage, the contractor is liable to pay in full for such losses or damages to the union.
18. The Contractor should instruct his drivers and cleaners of the route vehicles to adhere to the instructions given by the union Officials from time to time.
19. If the Contractor (or) his employee is found guilty of stealing milk or malpractice during transportation, entire shortage of that route from the date of award of the contract will be realized from his transport hire charges bill / Security Deposit.

20. The Vehicles should not carry passenger excepting Officials of the union or the persons authorized by the union or any luggage other than articles handed over by the union along with milk tubs, the violations, if any noticed will result in non-payment of the hire charges for the particular trip and if the practice is continue, it will lead to the termination of contract,
21. The Contractor cannot claim, any compensation or damage from non utilization of the contractor's vehicle due to termination the contract during the period of contract due to unforeseen circumstances like strike, bundh, milk holidays etc.
22. The Contractor should furnish security deposit and tubs deposit of Rs: 1,00,000/- (Rupees One Lakhs only) An additional Security Deposit of Rs.10,000/- (Rupees Ten thousand only) should be remitted by the contractor, if he fails to produce the Solvency Certificate at the date fixed by the union which ever comes earlier. The Security Deposit is liable to be forfeited fully or partly for any failure or violation of the terms and conditions of this contract either by the Contractor or by his representative and for loss caused to the Union. The Security Deposit and tubs deposit shall not carry any interest.
23. The Contractor cannot claim any compensation or damage for non utilization of his vehicle due to termination of contract during the period of contract or during the quarter for which motor vehicle taxes have not been paid for by the contractor from the union.
24. The bill of hire charges should be prepared on fortnightly basis and the payment will be made as early as possible but only after proper claim is made by the contractor and on verification and satisfaction of the union.
25. The lorry driver / Cleaner should acknowledge any article of letters received from any persons whether it is from the society/agents/parlours or from the union employee or from the dealers and deliver the same as per the directions promptly to the persons concerned. The Contractor is responsible for the breakage or loss of articles and the cost will have to be borne by the Contractor.
26. The cleaner should be only in the rear side. Any driver or cleaner is found not adhering the conditions laid down by the union the contractor should replace him/them immediately and such persons should not be re-employed by the contractor , in any routes.
27. The Contractor should not refuse to transport any articles like shipper, covers containing correspondence with the societies/ Field Officers/ Parlours/ Dealers and cheques to the societies etc., Under any circumstances and the Officer in charge of the Dairy/Chilling Centre or their authorized subordinate officials are fully empowered to use the vehicles for any official purposes and should not be any disobedience on the part of the drivers in this regard.

28. Separate boxes for receipt of tapals should invariably be provided in the vehicles by the Contractor. They should arrange for the delivery of any tapals, cheques etc. handover to them to be delivered in the societies or members or dealers or parlours concerned during their distribution trips.
29. For all disputes arising out of the terms and all other matters the decision taken by the union shall be final and binding. The Contractor will have to abide by the conditions and stipulations enforced by the union from time to time.
30. All sums found due to the union shall be recoverable from the Contractor and from his movable or immovable properties.
31. In the event of contractor not being able to ply the vehicle up to the contract period the union reserves right to engage a vehicle from other source or ply the union vehicle and the expenditure there of will be recovered from the transport hire charges bills due to the contractor or from the security deposit. If any amount remains in the security deposit that will also be forfeited. The contract will be terminated without assigning any reason for such lapses, termination at any time if the contractor has not fulfilled the terms and conditions of the union.
32. No Tollgate fee will be reimbursed by this union.
33. The routes assigned, will be decided by the union and distance will be as per the routes decided and assigned by this union. The union is at liberty to divert any milk distribution vehicle from the original CC./ Dairy to any other CC/Dairy due to administrative reasons and the contractor is required to follow the same.
34. The contractor should strictly adhere the time schedule fixed from time to time for the respective route. The union reserves right to make alteration and modification, as may be necessary in the time schedule at 24 hours notice.
35. The distance given by the union for the route is final.
36. The responsibility of maintenance of the trip sheets or any other records as required by law rests with the contractors and the union will have no responsibility in that respect.
37. The Contractor should produce trip sheet for each trip daily in which departure and arrivals timings should be got attested by union staff authorized on that behalf.
38. If the contractor cleans the vehicles in Dairy premises the contractor will be penalized with every warning issue (Rs.25/- per warning)
39. In case of any dispute between the contractor and Society/ Union the decision of the arbitrator appointed by the union shall be final and binding.

40. During the contract period, if the Contractor, stops the vehicle and on that account the union incur any loss or expenditure in engaging other vehicles, such loss and expenditure should be reimbursed and made good by the contractor. On the infringement or breach of any of the aforesaid conditions by the contractor, the union is entitled to terminate the contract without any prior notice to the contractor and will also be entitled to collect and recover the loss if any on that account from the contractor. The union will not be liable for any action or damage on this account.
41. The Contractor should have full insurance coverage for their vehicle.
42. The Contractor should make own arrangement for the purchase of Diesel, oil etc.,
43. Karaikudi town shall be jurisdiction in case of any legal dispute between the contractor and the union.
44. The Contractor should become an associate member of this union by paying Rs.11/- (Rupees Eleven only) which is not refundable. They shall have no right to vote or to participate in the Management of this union or for a share in the distribution of profits. They shall continue as long as they have business relations with the union. If any dispute arises out of this agreement it will be referred to the Deputy Registrar (Dairying) Manamadurai for arbitration.
45. In witness, thereof contractor, Thiru/Thirumathi..... and General Manager or the officer authorized by the General Manager acting for and on behalf of any order and direction of the Sivagangai District Cooperative Milk Producers' Union Ltd. have here in to get their respective hands and the seal the day, month and year first above written.
46. If any Income tax will be deducted as per the income tax act, the same amount will be deducted in the vehicle hire charges bills. The Contractor should recover the EPF contribution from the employee like Drivers, Cleaners or Load men wages as per the EPF Rules in force and the employees contribution along with subscriptions should be remitted into the RPF office or their account every month without fail. The contractor fails to adhere the above said rules and instructions, the contractor will be held responsible to the consequences if any.
47. a) The Contractor alone is responsible to pay salary, batta and other allowances for the drivers, cleaners, load men engaged by them and they are not the employee of this union. The Contractor alone is liable for any claim arising out of any labour loss in the cases of persons engaged by him.

b) The Contractor should park the vehicle in the union at entry for loading & unloading and exit schedule time fixed by the union for the respective routes any lapses found it will be charged with the penalty of 150.00/ per trip

48. a) The Security Deposit and the additional Security Deposit will be refunded only after the expiry of the period of six months from the date of satisfactory completion of the contract after obtaining “ No Objection Certificate” from the concerned Officers of the union.

b) The contractor should ensure that milk & milk products should be delivered to the agents dealer concessionaries at schedule time without any damage trampling of the milk & milk products if any lapses found penalty RS 500.00/per laps will be imposed.

49. The Security Deposit remitted/recovered from the contractor will be forfeited in the case of premature termination of contract by the contractor and the premature termination of contractor by the union as consequence of any default, failure, violation or breach of agreement entered into by the contractor with the union.

50. The Contractor should immediately after entering this agreement become an Associate Member of this union by paying the non refundable admission fee, as provided in the bylaws of the union.

51. The Contractor authorize the union to effect recoveries which are warranted by the status existing and to be promulgated by the Central and State Governments and other statutory authorities from time to time.

52. a) If any short supply to the dealers/MPCS/Concessionaire/Institutions etc. and short return of milk to dairy is made the rate at which the cost fixed for the supply of Special Order will be adopted for effecting the recovery from the hire charges bill concerned.

b) The Contractor whose vehicle is used for distribution of milk should obtain “ No due Certificate” the Assistant General Manager (Dg.) or other authorized union officials concerned for tubs and cans every fortnight then only, the transport bill will be accepted for its settlement.

53. The Contractor shall not transfer or assign the contract or any part thereof or any interest therein directly or indirectly to any person or persons whomsoever.

However the union reserves right to transfer the contract to any other person under Special circumstances on the written request of the original contractor and on payment Of transfer fee of Rs.1000/- either before or after execution of agreement. The EMD Remitted by the original contractor for the tender will be forfeited. The union reserves right to transfer the security deposit amount to the transferee contractor or to forfeit depending on the liability of the original contractor to the union.

54. The rate quoted should inclusive of milk in transit insurance coverage and the contractor Should inform the Policy No. and other details. Failing this, the union shall arrange for The coverage and correspondingly deduct the premium thereof in the contractors transport Charges bill subsequently.
55. The Contractor should make alternate arrangements for vehicles in case of breakdown, F.C. works and under any other circumstances only with vehicle agreed by the contractor. In case of Non arrangement of alternate Insulated/ Closed type vehicle in lieu thereof breakdown, F.C. etc., of the contract Insulated/ Closed type vehicle, the transport charges shall be settled at the lowest rates of Insulated/ Closed type vehicles in contract run by the union for the said period. The late of the vehicle arranged by union to be paid by the contractor.
56. The cost of the tubs will be recovered from the contractor incase of non – return of tubs during the return of every trip.
57. The contract vehicle must be completely covered by aavin stickers as a way of advertisement, If not stickers will be produced by the union and expenses will be deduced from the route bills in equal Installments ,If unable to deduct In the bills for any other reasons, the expenditure will be adjust to against security deposit contractor.
58. FSSAI Certificate to be obtained from the food safety officials during the execution of Contract.
59. Health / Fitness Certificate to be produced for the driver in every six months.
60. The Contract Vehicle must be complete cleaned and sanitized by the contractor during every delivery.