



## **Bihar State Milk Co-operative Federation Ltd.**

H.O:- Dairy Development Complex; Post :- B.V. College, Patna-800014  
Phone No. - 0612-2228953, 2220387, 2224083; Fax – 0612 -2228306  
Web :- [www.sudha.coop](http://www.sudha.coop) Email:-COMFED.patna@gmail.com

COMFED Delhi Unit, 1<sup>st</sup> Floor, 2151/9B, Opposite DTC Depot Shadipur,  
New Patel Nagar, New Delhi-110008  
Mob:-8210022410 , Email:-comfeddmsmilk@gmail.com

Comfed:Delhi: 21

Dated: 27.01.2021

### **TENDER NOTICE**

#### **For appointing Transporter for SUDHA Brand Pouch Milk & Fresh Milk Products**

**BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD (COMFED) UNIT- DELHI** invites tender proposal from the interested and experienced individual / firm / agency / company for appointment of transporter for distribution of SUDHA Brand Pouch Milk & Fresh Milk Product in Delhi-NCR.

The interested bidder may download the Tender Document and detailed terms & conditions from our website [www.sudha.coop](http://www.sudha.coop) and may submit their tender in sealed envelope/ cover super scribed as “Tender for appointment of Transporters for Delhi” through Speed Post/ Courier or by hand delivery to “COMFED Branch Office, C/o Harpal Singh Narula, 1<sup>st</sup> Floor, 2151/9B, Opposite DTC Depot Shadipur, New Patel Nagar, New Delhi-110008 on and before **11.02.2021 till 5:30 P.M** super scribing “**Tender for appointment of transporter for Zone \_\_\_\_\_**”.

The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

**Chief Executive**

## Section - I

### TIMELINES OF TENDER

1. **BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD (COMFED) UNIT, DELHI intends to appoint** a number of Transporters in Delhi NCR for transportation of SUDHA Brand Pouch Milk & Fresh Milk Products to the authorized Sudha Distributors.
2. **The bidders various critical dates relating to the above tender are cited as under:**

S. No.	Particular	Date
1.	Availability of tender documents from website	From 28.01.2021 to 11.02.2021
2.	Last date for submitting tender document	11.02.2021 till 5:30 P.M
3.	Address of Submission of Tender	Mr. R P Prasad, Chief Executive (Delhi office) COMFED Branch Office C/o Harpal Singh Narula, 1 <sup>st</sup> Floor, 2151/9B, Opposite DTC Depot Shadipur, New Patel Nagar, New Delhi-110008
4.	Opening of Technical Bid	12.02.2021 at 11:00 hrs

Date of opening of financial bid would be communicated to technically qualified bidders.

3. For general queries/ clarifications in respect of tender submission only, kindly contact.

**Mr. R P Prasad, Chief Executive (Delhi Unit),**  
COMFED Branch Office  
1<sup>st</sup> Floor, 2151/9B  
Opposite DTC Depot Shadipur  
New Patel Nagar, New Delhi-110008  
E-mail:-comfeddmsmilk@gmail.com  
M- 8210022410

**Mr. Kumar Amarendra, Manager (Mktg)**  
Bihar State Milk Co-operative Federation Ltd (COMFED)  
Dairy Development Complex  
PO- BV College, Patna- 800 014  
E-mail: marketingcomfed@gmail.com  
M- 9473199135

## Section II

### Information to the bidders (ITB)

1. The bidder is advised to go through the tender documents and to understand the terms & conditions properly before filing up the tender documents and submission thereof. COMFED shall not be liable for any mis-interpretation in respect of tender terms. The bidder is required to read the following information and details embodied in different sections like :-
  - (a) Details about the various transport routes of Delhi-NCR are mentioned in Section III
  - (b) For Technical Bid kindly refer Section-IV.
  - (c) For Check List kindly refer Section-V
  - (d) Financial bid kindly refer section-VI
  - (e) General terms & conditions of the agreement are mentioned in Section-VII
2. The interested person / party/ firm /agency / company is required to submit the technical bid in sealed cover super scribed as “**Tender for appointment of transporter for Zone \_\_\_\_\_**” and should ensure the submission of tender documents well within the stipulated date and time.
3. The bidder can submit their tender through registered or speed post / courier / by hand within the stipulated date and time. The tender received or delivered after the due date and time, will not be considered and will be returned to the bidder on “as it is basis”.
4. The bidder should ensure that he/ she possess the requisite qualification/ experiences and exposures and possess the required documents/ testimonials and have enclosed the required documents as stipulated in Technical Bid Format as well as shown in Check List.
5. The bidder should enclose the demand draft in original towards the cost of tender for Rs.500/- ( Rupees for Five Hundred only) for each zone and Earnest Money Deposit (EMD) of Rs 5000 (Rupees Five thousand) only for each zone in the form of Demand Draft in favour of “BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD, Payable at Delhi” and should enclose with the Tender Documents. No other mode of cost of Tender/ EMD shall be accepted.
6. As a guarantee towards due performance and compliance of the contract work, the successful bidder will deposit an amount per as per below table towards Security Deposit by way of demand draft / bank Guarantee in favour of BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD, Delhi” drawn on any Nationalized Bank / Scheduled Bank and payable at Delhi Bank Guarantee Bond of a scheduled bank in the prescribed format is also acceptable in this regard.

Vehicle Type	Approx Carrying capacity(in KG)	Bank Guarantee Amount/vehicle including second leg transportation in Rs
TATA 407 & equivalent	3000	50000
TATA 709 & equivalent	5000	60000
TATA 1109 & equivalent	8000	80000

7. For successful bidders, EMD shall be converted as a part of Security Deposit. The bid amount (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
8. Bidder himself or his representative with authorization letter can participate in bid opening.
9. Whenever diesel rate increases/decreases accordingly transportation rate will be decreased/increased based on vehicle capacity & fuel consumption.

Effective rate = Original tendered rate + /- Total distance of route (to & fro)\* change in diesel rate /Mileage of vehicle

Change in rate of transportation due to change in diesel rate would be considered on 30<sup>th</sup> April, 31<sup>st</sup> Aug & 31<sup>st</sup> Dec of the year. Rate would be considered for change if the diesel rate has changed by at least Rs2/ltr. Change in rate of transportation due to change in diesel rate would be based on vehicle of first leg transportation only. The diesel rate as on last date of tender submission will be taken as the basic rate for the further calculation.

#### Mileage/Capacity Charges chart

Vehicle Type	Approx Carrying capacity(in litres)	Mileage of Vehicle (KM/Ltr)
TATA 407 & equivalent (Refrigerated)	3000	8
TATA 709 & equivalent (Refrigerated)	5000	7
TATA 1109 & equivalent (Refrigerated)	8000	5
TATA 207/ Pick-up & equivalent (Insulated)	1200	10

10. Five paisa per litre of the milk will be deducted from the transporters payment and the same has kept as retention amount. This will be paid directly or transferred to his dairy account of the concern transporter in every 30 days (i.e. in next month) after reconciliation of his monthly account. Transporters have to give an application for the same in every month.
11. The transporter shall take the delivery of products in the campus of Dairy (herein Vita Milk Plant, Rajendra Nagar, Rohtak, Haryana 124001) and shall give the delivery at different distributors point as per the time and schedule fixed by the COMFED, Delhi Unit from time to time. **The first leg of the transportation (From Rohtak to Delhi) will be done by refrigerated vehicle and the second legs will be transported by insulated vehicles (TATA 207/ Bolero Pik-up & equivalent). The maximum number of second leg vehicles (number of routes) which could be associated with each first leg vehicle as per vehicle capacity is detailed below:**
  - a. TATA 407 & equivalent : 2
  - b. TATA 709 & equivalent : 3
  - c. TATA 1109 & equivalent : 4

The number of second legs will be approved by COMFED Delhi Unit only.

12. The bidder must possess/provide following cost of tender, EMD, PAN Number, GST Number, FSSAI License (If not available, bidder could submit it before start of work) at the time of applying the tender to qualify technical evaluation.
13. The technical bid (Section IV) and financial bid (Section VI) to be enclosed in two separate sealed envelopes, super scribing “**Technical Bid for appointment of transporter for Zone \_\_\_\_\_**” and “**Financial Bid for appointment of transporter for Zone \_\_\_\_\_**” respectively. The bidder should put both the envelopes with other requested documents into a primary envelope super scribing “**Tender for appointment of transporter for Zone \_\_\_\_\_**”.

14. The bidder must possess at least one refrigerated vehicle per zone of equivalent capacity as TATA 407/TATA 709 as mentioned in tender document at the time of bidding for first leg transportation in name of firm / proprietor of firm / individual & would mention the detail in Annexure A for meeting minimum eligibility to qualify technical evaluation. For second leg transportation bidder should own or arrange required number of insulated vehicle for distribution of milk and milk products to authorized distributors in their area of operation.
15. Bidder could apply for more than one zone but one bidder could be awarded transportation work of maximum two zone. In case of shortage of eligible bidders, more than two zones may be awarded to one bidder.
16. The relevant documents should be in the name of the applicant and COMFED shall be at liberty to seek additional information/ facts for clarification if required during evaluation of tender.
17. The successful bidders should arrange office with computer and sufficient staff, refrigerated vehicle (in the first leg) and insulated vehicle (in the second leg) with all required documents & required infrastructure before starting the work. The bidder must be able to arrange at least one refrigerated TATA407/709/equivalent and corresponding number of insulated vehicle with each TATA207/equivalent for the zone for which he/she has applied within 15 days from date of issue of work order. If failed to arrange the required infrastructure within timeframe the transportation ship will be cancelled and the security deposit will be forfeited.
18. The bidder is required to enter into agreement within 15 days of issuance of order and should ensure the submission of security deposit before commencement of transportation ship work.
19. The transporter is to note that he or she will not be termed as an agent of COMFED for doing the business of COMFED and no claim of the agent related issue be made before any court of law.
20. Bidder himself or his representative with authorization letter can participate in bid opening process.
21. The transportation work includes the transportation of milk & milk products from dairy plant situated at Gohana Rd, Rajendra Nagar, Rohtak, Haryana 124001 and delivery to various distributors in the routes & includes handling charges, insurance, incidental charges, leakages, profit margin, & bidder has to quote the rate exclusive of GST.
22. In the event of any of the tender opening date being declared as a holiday / closed day, the tenders will be opened on the next working day at the specified time.
23. COMFED reserves the right to modify the transportation route within maximum allowable to & fro distance of the route as per financial bid document.
24. COMFED shall be at liberty to cancel the offer of assignment if the bidder fails to make security deposit, deployment of vehicles and readiness of transportation and execution of agreement as stipulated in terms of offer and to assign to other interested bidder.
25. COMFED reserves the right to cancel the tender process partially / completely without assigning any reason thereof and the bidder shall have no claim on cancellation except refund of returnable EMD.

Read & accepted

Signature of the bidder

Seal

### Section-III

#### Description of the transportation routes of Delhi NCR

<b>ZONE</b>	<b>Distance of route (to &amp; fro) in KM</b>	<b>Covering Area</b>
1	150 KM +/-10KM (1 <sup>st</sup> Leg) & 60KM +/-5KM(2 <sup>nd</sup> Leg) (Maximum to & fro distance of First & Second Leg transportation route)	First leg terminates at M2K Mall, Rohini. Second legs cover Kirari, Prem Nagar, Nagloi, Shahabad, Samaypur, Badli, Narela, Shakurpur, Kirti Nagar, Todapur etc.
2	130 KM +/-10KM (1 <sup>st</sup> Leg) & 60 KM +/-5KM (2 <sup>nd</sup> Leg) (Maximum to & fro distance of First & Second Leg transportation route)	First leg terminates at Dwarka Mor. Second legs cover Uttam Nagar, Sitapur, Nazafgarh, Goyla Dairy, Vikasnagar, Khyala, Bakarwala etc.
3	180 KM +/-10KM (1 <sup>st</sup> Leg) & 60 KM +/-5KM(2 <sup>nd</sup> Leg) (Maximum to & fro distance of First & Second Leg transportation route)	First leg terminates at Jhandewalan. Second legs cover Nabi Karim, Sadar Bazaar, Majnu ka Tila, Chandani Chowk, Kamla Market, Pandav Nagar etc.
4	200 KM +/-10KM (1 <sup>st</sup> Leg) + 60KM +/-5KM(2 <sup>nd</sup> Leg) (Maximum to & fro distance of First & Second Leg transportation route)	First leg terminates at Okhla Sabji Mandi. Second legs cover Shaheen Bagh, Abul Fazal, Sarita Vihar, Govindpuri, Rajpur Khurd, Kotla Mubarakpur, Garhi, Basantpur Ismailpur, Meethapur, Jaitpur, Lakkarpur etc.



9.	Details of refrigerated vehicles available ( For qualifying minimum eligibility): Supporting document: Registration certificate of vehicle	To be filled in Annexure- A
10.	Detail of vehicle owned by bidder which could be used to transport SUDHA product. Only mention detail in annexure B. Supporting document would be taken once u	To be filled in Annexure- B
11.	Cost of Tender for Rs.500/- ( Please attach original DD)	
12.	Cost of Earnest Money Deposit (EMD) for Rs.5,000/- ( Please attach DD)	
13.	PAN details of applicant ( copy to be attached)	
14.	GST Number of the applicant (copy to be attached)	
15.	FSSAI number(copy to be attached)	
16.	Undertaking that the bidder is not sentenced by any court of law and or no court cases are pending against the applicant as on date of application ( Undertaking on letter head)	

Note: Technical bid has to be enclosed in a separate sealed envelope inside the primary envelope, super scribing  
**“Technical Bid for appointment of transporter for Zone \_\_\_\_\_”**

The above information and facts are true and correct as per best of my/our information and belief and I/We undertake the correctness of documents enclosed herein.

Further, I/We agree to the term that if the above information, facts or documents are found false or incorrect, the candidature or assignment given is liable to be cancelled.

**Seal and Signature of  
the Applicant**



**Section-V**

**Check List**

Sl	Particulars	Technical Bid Serial	Attached or not ( YES/NO)
01.	Passport size photo	-	
02.	Copy of aadhar card/ Voter ID / Driving Licence	03	
03.	Copy of proof of date of birth or certificate of incorporation	05	
04.	Testimonials of Qualification of individual applicant.	04	
05.	Proof of residency in Delhi NCR	06	
06.	Proof of present & permanent address	07	
07.	Proof of refrigerated vehicle for meeting qualification	09	
08.	Details of Vehicle readiness	10	
09.	Original DD for Cost of Tender	11	
10.	Original DD for EMD	12	
11.	Copy of PAN	13	
12.	Copy of GST Registration Certificate	14	
13.	FSSAI	15	
14.	Undertaking	16	

Seal and Signature of the Applicant

## Section VI

**FINANCIAL BID for Transporter**  
**Bihar State Milk Co-operative Federation Ltd., COMFED Delhi Unit, 1<sup>st</sup> Floor,**  
**2151/9B, Opposite DTC Depot Shadipur,**  
**New Patel Nagar, New Delhi-110008**  
**Mob:-8210022410 , Email:-comfeddmsmilk@gmail.com**

1. Name of applicant :-----

Zone No	Distance of route (to & fro) in KM	Covering Area	Vehicle Type	Approx Carrying capacity (in KG)	Rate per trip in Rs
1	150 KM +/-10KM (1 <sup>st</sup> Leg) & 60KM +/-5KM(2 <sup>nd</sup> Leg) (Maximum to & fro distance of First & Second Leg transportation)  1st leg- Refrigerated 2 <sup>nd</sup> leg- Insulated	First leg terminates at M2K Mall, Rohini. Second legs cover Kirari, Prem Nagar, Nagloi, Shahabad, Samaypur, Badli, Narela, Shakurpur, Kirti Nagar, Todapur etc.	TATA 407/ equivalent including 02 TATA 207/equivalent for 2 <sup>nd</sup> leg	3000	
			TATA 709/ equivalent including 03 TATA 207/equivalent for 2 <sup>nd</sup> leg	5000	
			TATA 1109 & equivalent including 04 TATA 207/equivalent for 2 <sup>nd</sup> leg	8000	
2	130 KM+/-10KM (1 <sup>st</sup> Leg) & 60 KM +/-5KM (2 <sup>nd</sup> Leg) (Maximum to & fro distance of First & Second Leg transportation route)  1st leg- Refrigerated 2 <sup>nd</sup> leg- Insulated	First leg terminates at Dwarka Mor. Second legs cover Uttam Nagar, Sitapur, Nazafgarh, Goyla Dairy, Vikasnagar, Khyala, Bakarwala etc.	TATA 407/ equivalent including 02 TATA 207/equivalent for 2 <sup>nd</sup> leg	3000	
			TATA 709/ equivalent including 03 TATA 207/equivalent for 2 <sup>nd</sup> leg	5000	
			TATA 1109 & equivalent including 04 TATA 207/equivalent for 2 <sup>nd</sup> leg	8000	
3	180 KM +/-10KM (1 <sup>st</sup> Leg) & 60 KM +/-5KM(2 <sup>nd</sup> Leg) (Maximum to & fro distance of First & Second Leg transportation route)	First leg terminates at Jhandewalan. Second legs cover Nabi Karim, Sadar Bazaar, Majnu ka Tila, Chandani	TATA 407/ equivalent including 02 TATA 207/equivalent for 2 <sup>nd</sup> leg	3000	

	1st leg- Refrigerated 2 <sup>nd</sup> leg- Insulated	Chowk, Kamla Market, Pandav Nagar etc.	TATA 709/ equivalent including 03 TATA 207/equivalent for 2 <sup>nd</sup> leg	5000	
			TATA 1109 & equivalent including 04 TATA 207/equivalent for 2 <sup>nd</sup> leg	8000	
4	200 KM+/-10KM (1 <sup>st</sup> Leg) + 60KM +/-5KM(2 <sup>nd</sup> Leg) (Maximum to & fro distance of First & Second Leg transportation route)  1st leg- Refrigerated 2 <sup>nd</sup> leg- Insulated	First leg terminates at Okhla Sabji Mandi. Second legs cover Shaheen Bagh, Abul Fazal, Sarita Vihar, Govindpuri, Rajpur Khurd, Kotla Mubarakpur, Garhi, Basantpur Ismailpur, Meethapur, Jaitpur, Lakkarpur etc.	TATA 407/ equivalent including 02 TATA 207/equivalent for 2 <sup>nd</sup> leg	3000	
			TATA 709/ equivalent including 03 TATA 207/equivalent for 2 <sup>nd</sup> leg	5000	
			TATA 1109 & equivalent including 04 TATA 207/equivalent for 2 <sup>nd</sup> leg	8000	

Rate of deduction for TATA 207/equivalent vehicle in case it is used in less number as indicated in each combination (In Rs/trip) \_\_\_\_\_ .

**Note:**

- i. Financial bid has to be enclosed in a separate sealed envelope inside the primary envelope, super scribing **“Financial Bid for appointment of transporter for Zone \_\_\_\_\_”**
- ii. All the price quotations will be exclusive of taxes and toll taxes. The tolls will be payable to the transporter at the actual basis after representation of the bills/receipts.
- iii. For each zone, L1 would be decided based on rate offered for TATA 709/ equivalent including 03 (Three) TATA 207/equivalent for 2<sup>nd</sup> leg. However rate of TATA 407/ equivalent including 02 (Two) TATA 207/equivalent for 2<sup>nd</sup> leg and TATA 1109 & equivalent including 04 (Four) TATA 207/equivalent for 2<sup>nd</sup> leg would be negotiated with L1 bidder based on rates offered by other bidders.

I declare that all the above information/details are true as per my best of knowledge and original documents of the supporting documents are making available for inspection. If anything found wrong/incorrect then my application may be cancelled. I accept all the terms & condition of the tender.

Date:

Signature of the bidder

Place:

Name:

Seal

## Section VII

### GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

1. The tenure of the transporter ship assignment shall be valid for three years only from the date of this agreement, which can be extended subject to mutual consent and or assessment of performance of the transporter. In case of renewal, a fresh agreement may be entered into by and between the parties of conditions to be mutually agreed to.
2. Either party shall have the right to terminate this agreement by giving thirty days notice in writing. The notice shall be deemed to have been received if dispatched by registered / speed post to the address herein above mentioned from the date of issue of notice.
3. This agreement is also subject to termination under the following circumstances:-
  - i. Indulged in such acts which are against the business interest of COMFED.
  - ii. Refusal to take the delivery of products which can lead to non-supply to the distributor and loss of the quality of products.
  - iii. Violation of statutory payments and non-compliance of statutory requirements or terms of the agreement.
4. The transporter agrees to pay the penalty for the followings :-
  - i. Cost of short receipt of crates by the COMFED Unit, Delhi.
  - ii. Penalty of reported misbehavior of driver/ attendant
  - iii. Any theft/ loss of products during handing over the products
  - iv. Penalty on non- distribution of products to the distributor after confirmation.
5. The transporter shall deliver to these products to the distributors of the COMFED Unit, Delhi in their designated area/ market/ territory.
6. The transporter shall take the delivery of products in the campus of Dairy (herein Rohtak dairy plant situated at Gohana Rd, Rajendra Nagar, Rohtak, Haryana 124001) and shall give the delivery at different distributors point as per the time and schedule fixed by the COMFED Unit, Delhi from time to time
7. The Transporter shall deposit security amount and bank guarantee as to be decided by the COMFED Unit, Delhi from time to time. EMD if any deposited shall be converted as a part of Security Deposit.
8. The transporter shall bring equal number of empty crates which are supplied in the previous dispatch and unload them at the Dairy dock through his authorized persons. The crates reconciliation will be done on a monthly basis. The transporter is liable to pay to the COMFED Unit, Delhi, the cost of crates in case of shortage/ damage, the normal wear and tear being exempted.  
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9. The transporter shall abide by the operational modalities, timings and security norms of the COMFED Unit, Delhi during the currency of this agreement.
10. The transporter shall deploy refrigerated vehicle in first leg of transportation and six sided Insulated vehicle in second leg of transportation, deliver the milk & milk Products without delay/ interruptions/ hindrances and in good condition.

11. The transporter shall deploy adequate and eligible persons for transportation work along with valid papers i.e. registration and insurances of vehicles and driver's licenses.
12. The drivers/ attendants of the vehicles shall be on the role and services of the transporter and they shall be paid wages and other benefits as per the prevailing Acts/ Statutory requirements. All liabilities or claim of driver/ attendant deployed for transportation shall be entertained by the transporter only.
13. The drivers / attendants deployed on the vehicle shall require conducting their duties in a disciplined/ orderly manner, failing which the COMFED Unit, Delhi shall have the right to request the transporter to replace such personnel with immediate effect
14. Any loss/ expenses due to expiry of licenses, registration, overloading, acts and omissions of the persons deployed in transportation shall be at transporter's risk and the transporter agrees to indemnify to the COMFED Unit, Delhi for any such losses/ expenses.
15. The transporter shall ensure proper insurance coverage for the materials after taking delivery from the premises of the Dairy against theft, pilferage, riots, fire, etc. In any case, the Dairy is not liable for any loss / damages/ theft after handing over the products in the Dairy premises and or outside the premise.
16. The transporter shall ensure timely delivery of products to the distributors. In case of breakdown of vehicles or any such other incidents or accident the transporter shall be fully responsible for the losses of the products remaining unsold/ spoiled/ lost. The transporter shall also make alternate arrangements to ensure delivery of products at no extra claim from the COMFED Unit, Delhi.
17. That if the Transporter fails to distribute the milk and product for any shift time, the COMFED Unit, Delhi shall have the right to arrange alternate vehicles for the supply and impose penalty and recover the expenses/ losses towards such arrangement. The transporter will have no right to question the rationale for this decision/ action by the COMFED Unit, Delhi though the Dairy may inform the other, the details/justification for it.
18. The transporter or their authorized representative shall take delivery from the Dairy dock of the Dairy after being fully satisfied of the quality of the products.
19. That the COMFED Unit, Delhi have the right to inspect the transportation vehicles and supply points of the transporter at any time to ensure the quality/ quantity of products supply operations and for necessary to adhere to the agreed terms and conditions.
20. In case of any shortage of crates observed the transporter shall recover the missing items from the market or pay the replacement cost of it to the COMFED Unit, Delhi office.
21. That every transporter shall be allowed to check his supply for leakages. The transporter will responsible for the leakages once taken from dairy dock till delivery of supply to distributors.
22. The transporter shall in no case or under any circumstances assign delegate or sublet this contract to any other agencies or persons.
23. It is made absolutely clear here that this agreement is a commercial agreement and not one of the employment and the transporter shall not be selling COMFED Unit, Delhi produce for and on behalf of the Dairy or as its agent, servant, employee or in any other capacity but he will be doing so on his own behalf and as the owner of said milk & milk products & or long shelf life products. The Transporter shall therefore not be entitled to right, privileges, and benefits etc. which are extended to the employee of the COMFED Unit, Delhi.
24. **No Third Party Agents**

Transporter shall not sell / license the COMFED's Products.

It is made absolutely clear here that this agreement is a commercial agreement and not one of the employment and the Transporter shall not be selling COMFED's products as its agent, servant, and employee or in any other capacity. The Transporter shall therefore not be entitled to right, privileges, and benefits etc in respect of COMFED's employment rule and shall not dispute the service or agent related issue in any court of law.

25. **Force Majeure:-**

- i. The failure or delay of any Party to perform any obligations under this agreement solely by reason of act of God, acts of Government (except as otherwise enumerated herein), riots, wars, strikes, lockouts, accidents in transportation or other causes beyond its control (collectively referred to as the "Force Majeure") shall not be deemed to be a breach of this agreement, provided, that the Party so prevented from performance of its obligations herein, shall not have caused such Force Majeure.
- ii. The Party so prevented shall have used reasonable diligence to avoid such Force Majeure or ameliorate its effects, and shall continue to take all actions within its power to comply as fully as possible with the terms and conditions of this agreement, except where the nature of the event shall prevent it from doing so, the Party suffering such Force Majeure shall notify the other Party in writing within seven days after the occurrence of such Force Majeure and shall in every instance, to the extent reasonable and lawful under the circumstances, use its best efforts to remove or remedy such cause with all reasonable dispatch.
- iii. In the event of Force Majeure persists for consecutive period of more than 3 months, then the other Party shall have the option to terminate the agreement without incurring any liability.

26. **Disputes & Jurisdiction**

That any dispute, differences if any arise between the parties to this agreement in relation to this contract and its terms and conditions and all questions and matters pertaining to interpretation of the terms and conditions of this agreement shall be mutually resolved and in case of non-resolution, it may be referred to the arbitrator(s) for arbitration proceedings under the provisions of the arbitration and conciliation ordinance 1996 and the decision of arbitrator(s) shall be binding on both the parties.

For the purpose of dealing with any legal issues arising out of this agreement the legal jurisdiction shall be with the relevant court at Patna.

That any dispute, differences if arisen between the parties to this agreement in relation to this contract and its terms and conditions and all questions and matters pertaining to interpretation of the terms and conditions of this agreement shall be referred to the sole arbitrator who shall be the Chief Executive of Bihar State Milk Co-Operative Federation Ltd, Delhi Unit, Delhi under the provisions of the arbitration and conciliation ordinance 1996 (No.8 of 1996) and his decision shall be binding on both the parties and final.

Read & accepted

Signature of the bidder

Seal

**Annexure A**

Detail of refrigerated vehicle for meeting minimum eligibility criteria:

<b>ZONE</b>	<b>Make of Vehicle</b>	<b>Vehicle Registration No</b>	<b>Capacity of Vehicle</b>	<b>Insurance Policy No/Date/Validity period</b>
1				
2				
3				
4				

NOTE:

**Annexure B**

Detail of refrigerated vehicle available with bidder which could be used for transportation of SUDHA milk & milk product:

<b>S.No</b>	<b>Make of Vehicle</b>	<b>Vehicle Registration No</b>	<b>Capacity of Vehicle</b>	<b>Insurance Policy No/Date/Validity period</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				