



THE ODISSA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LTD.,
D-2, SAHID NAGAR, BHUBANESWAR- 751007
PHONE NO.2546121, 2540417

Short Tender Notice for Engagement of Auto

OMFED invites application in sealed envelope for engagement of 01 no. covered Auto in the Cuttack Market Grocery Route-II for a contract period of one year. The detail requirement of the vehicle/ engagement time and other terms and conditions can be seen at www.omfed.com and in the notice board of Cuttack Marketing Office, OMFED Corporate Office and Marketing Division, Bhubaneswar Dairy, Chandrasekharpur.

Interested transporters may apply in the prescribed format and submit the same to Marketing Incharge, Cuttack, Vikas Sadan, College Square, Cuttack by 3.00 P. M. dated.30.6.16 which shall be opened at Cuttack Marketing Office on 01.07.2016 at 3.00 P.M.

General Manager (Marketing)



THE ODISSA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED
D – 2, SAHID NAGAR, BHUBANESWAR – 751007
PHONE: 2546121, 2540417

Date: ___/06/2016

Tender Notice

Short Tender Notice for engagement of one covered Auto for Transportation & Distribution of 700 lit. of Milk for Cuttack Market

OMFED invites application in a sealed envelop in the prescribed format for engagement of one covered Auto in the Cuttack Market for Grocery route -II. The terms and condition of the engagement of the vehicle is as below.

- (i) The covered Auto is to be engaged for a contract period of one year.
- (ii) The covered vehicle is to carry maximum 700 lits. of Milk with equivalent no of crates. (One crate carries 10 lit. of Milk and weight of one crate is approximately 1kg.).
- (iii) The engagement timing is 4 AM. to 9 AM.
- (iv) The approximate running km. is 50 km. per trip. (up & down)
- (v) The loading and unloading is at transports risk and cost.
- (vi) The successful bidder has to execute an agreement as per the enclosed format.
- (vii) The bidder has to submit following vehicle documents with the application
 - (a) Fitness certificate of the vehicle
 - (b) Insurance of the vehicle
 - (c) R.C. book of the vehicle.

So the interested transporter may quote their rate in a sealed cover in the prescribed format on 30.06.2016 by 3 PM. at OMFED Cuttack Marketing Office, Vikas Sadan College Square, CTC. The prescribed format are available at our Cuttack Marketing Office, Vikas Sadan College square, Cuttack / Marketing Division, BBSR Dairy, C.S. Pur, BBSR.

The sealed tender will be opened at Cuttack Marketing Office, Vikas Sadan College Square at 3 PM. on 01.07.2016 in presence of the interested bidders.

- Encl : (i) Rate submission format.
(ii) Draft agreement.

Marketing Incharge, B.D.

NOCC:

- Copy to : (i) Marketing Incharge, CTC – with a request to display the tender notice in the Cuttack Marketing Office Notice board.
(ii) Notice Board, C.O.
(iii) Notice Board, B.D.



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D – 2, SAHID NAGAR, BHUBANESWAR – 751007
PHONE: 2546121, 2540417**

TENDER APPLICATION

To

The Managing Director,
OMFED,
Bhubaneswar.

Sub: - Tender for transportation rate contract for Milk & Milk Product

Dear Sir,

In reference to your tender published in notice / published in Omfed website dt_____ the following rate is quoted by me /us for carrying maximum 700 lit of milk.(with equivalent no of crate. (Weight of one crate is 1kg)

(As per Diesel Rate Rs.____ / ltr.)

Name of the Route	Milk to be carried (kg or lit)	Rate per trip for covered vehicle	
		(In Rs.)	(In words)
CTC Grocery-II	700 lit.		

I / we hereby declare that, I / we have gone through in details terms & conditions stated in tender Documents before filling up our rates & submission of the tender paper. I / we are agreeable to the terms & conditions stipulated by the Federation.

Full Signature

Encl.

01. Fitness certificate of the vehicle.
02. Insurance of the vehicle.
03. R.C. book of the vehicle.

Name: _____

Address _____

Tel. No. _____

(On selection, the Contractor to be executed the following agreement on Non-Judicial Stamp Paper worth Rs.20)

DRAFT AGREEMENT

THIS AGREEMENT is made on this day of at Bhubaneswar between (1) “ **The Odisha State Co-operative Milk Producers’ Federation Ltd**”, an apex Co-operative Body registered under the Co-operative Societies Act 1963 (under Act No.2) Vide Regd. No.06 dated 28.01.1980 and having its registered office at D – 2, Saheed Nagar, Bhubaneswar – 7 in the state of Orissa (hereinafter referred to as the **Federation**), (which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns).

AND

(2)(hereinafter Referred as the Transporter having permanent address at ----- (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns).

AND WHEREAS, The Federation is interested to hire transport vehicles of different carrying capacity for distribution of milk and other allied products from its Bhubaneswar Dairy / operational areas to its agents, wholesalers and other agencies.

AND WHEREAS, The Transporter is agreed to provide and operate his insulated vehicle having carrying capacity ofltrs. of milk with equivalent no of crates (one crate carries 10 ltrs. of milk & weight of one crate is approximately 1 Kg.) for transportation and distribution of milk and other products produced and marketed by the Federation in Route Noin consideration of to and fro Freight Rs...../- (Rupees.....only) per trip under the terms and conditions mentioned hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

1 (a). The Transporter shall operate the vehicle as per requirement of the Federation at any time as per the quoted price in the tender which is linked with current diesel price at Bhubaneswar i.e. Rs...../(Rupees.....only) per liter which will increase or decrease pro rata on every change of retail diesel price at Bhubaneswar. Such increase or decrease in freight charge will be admissible subject to claim of the transporter along with supporting documents i.e. proof of change in diesel price and bills therefore. For change in retail diesel price at BBSR the consumption of diesel for different carrying capacity of the vehicle will be considered as below.

Carrying capacity of vehicle (insulated)	Fuel consumption per lit.
700 lit	24 km.
1000 lit	18 km.
1500 lit	09 km.
2700 lit	08 km.
3500 lit	06 km.

(b). The quoted price should be based on minimum wages of one semi skilled and two unskilled worker (for 2700 lits. carrying capacity vehicle or more and for less than 2700 lits. vehicle one semi skilled and one unskilled) as per the Govt. of Odisha Notification prevailing on the date of receipt of tender. On increase of minimum wages by Govt. of Odisha the quoted price per trip will be increased accordingly.

(c). Escalation / De-escalation will be given on quarterly basis. On account of change in price/ rate of tyre, tube and Auto spare parts as per given formula.

Price escalation on for tyre, tube and Auto spares

$$PES = \frac{0.10 \times (WPI Sr - WPI Sb) \times R}{WPI Sb}$$

Where

PES - Rate of escalation/de-escalation on account of change in price of Tyre , Tube and Auto spares of vehicles.

WPI Sr - Average Wholesale Price index (WPI) of Tyre, Tubes and Auto parts of Reserve Bank of India bulletin for the quarters immediately preceding the month of the bill.

WPI Sb - Average Wholesale Price Index (WPI) of Tyre, Tubes and Auto parts of Reserve Bank of India bulletin quoted at the date of tender.

R - Awarded rate per trip.

2. This agreement is valid for a period of and commencing from.....to..... Subject to the transporter maintaining insulation and abiding by the terms of the contract. The agreement period shall be extended or reduced as per the discretion of the Federation.

3. The Federation shall at any point of time make necessary/ rescheduling of the route allotted in favour of the transporter as mentioned herein keeping in view its business requirement and convenience. On such change/rescheduling of the route, the agreed freight shall change accordingly basing on prevailing rate offered by the Federation as mentioned herein.

4.The Transporter shall have to comply the statutory requirements in respect of men and machine (vehicles) deployed by him for performance of the contract as provided under various Acts and Rules like ESI, EPF, Factory Act and OMV Act, have insurance and ensure that staff deployed by him are well versed with the provisions of the OMV Act as well as road traffic.

5.The transporter shall intimate any change of staff and the vehicle whenever so necessitated either on instruction from the Federation side or due to business requirement of the transporter. The transporter shall also ensure that the statutory requirements under various Acts and Rules are complied while making such changes.

6.The Transporter will be fully responsible for the loss sustained or damage caused to men and materials of the Federation or third party by the vehicle or personnel deployed by the transporter and indemnify for such type of losses/damages. The transporter shall also arrange for immediate replacement of the vehicle in the event of accident of the vehicle deployed by him after intimating both orally and in writing to Head of Marketing Division and ensure that the service is not affected due to such accident.

7.The Transporter shall lodge claim within seven days of the billing period, which will be settled by the Federation subject to deduction of any tax at source, required to be deducted by the Federation under Income Tax Act, 1961 or any other act and Rules time being in force.

8.The transporter shall engage the vehicle in good running and road worthy condition. The vehicle staff deployed by the transporter should possess adequate knowledge on prevailing Rules and Regulations applicable for operation of transport vehicles. The transporter shall ensure that the vehicle staffs are well mannered and courteous in their approach. There shall be no employer and employee relationship between the Federation and, Transporter and /or its staff. The Transporter shall provide the identity of the staff to be engaged beforehand to the Federation.

9.The Transporter shall ensure that its staff are not of criminal background, and do not have any pending criminal proceeding against them. In the event of any deviation, the Federation shall have the right to debar the staff from its activities and on intimation, the transporter shall have to discharge them off from their work immediately. The agreement shall stand terminated in the event of any unpleasant situation created by the Transporter/s and / or his staff/s inside and /or outside the dairy premises, and the security/EMD be forfeited besides imposition of further penalty.

10. The Federation shall debar the transporter and its staff from entering into the operational area/premises of the Federation if it is so suspected or found involved in the activities like theft, fraud, dishonesty and unholy nexus with the security personnel or corrupt officials of the Federation and misbehaving with the officials of the Federation.

11. The Federation shall recover the cost of losses and damages caused/ sustained arising out of such type of above mentioned activities besides penalty from the pending claims of the Transporter. The penalty shall be 10 times of losses or damages in the event of theft/loss up to 10 pkts. (1/2 litre each) and the penalty amount be as will be decided by Chairman cum Managing Director, OMFED if the theft/loss so exceeds more than 10 packets.

12. The Transporter shall carry the milk and other allied products up to the body height of the vehicle, truck sheet, letters, documents, cash etc. of the Federation from the delivery point and deliver the same to the addressee/ consignee, wholesalers, retailers, marketing parlours or any other place, as per the instruction of the Marketing In-Charge/ Plant Manager or any authorized official of the Federation in the specified route with due acknowledgement. The transporter on return journey will collect the truck sheet duly filled and any other items from the market and handover to the concerned Officer/ Shift In charge. The transporter shall also have to collect cash/cheque from the agents/authorized agents and deposit the same with the concerned authority/bank as per instruction whenever so required from time to time. In the event of default on the part of the transporter to deposit the cash/cheque in time, the same shall be recovered along with penalty thereof from his pending claims.

13. The transporter's vehicle shall take the delivery of Milk/other products as per Delivery Challan/Invoice from the delivery point (i.e. dairy dock) after proper counting. Neither the transporter nor his staff shall have entry beyond delivery point.

14. The transporter's vehicle shall report at dairy dock as per the loading and unloading schedule of the vehicle and immediately leave the dairy premises after loading and unloading of the vehicle at dairy dock as per the case may be under no circumstance the vehicle will be allowed to be parked inside the Plant premises before or after the loading/unloading accepting time required for the purpose.

15. The Federation shall have absolute right to check the vehicle at any time during the process of transportation/ loading either through its designated officials/ securities and impose penalty in the event of detection of milk/ other products in excess of quantity mentioned in the Delivery Challan/ Invoice during such checking/searching, which may lead to imposition of penalty/ termination/ cancellation of the agreement as will be decided by the Federation.

16.The transporter shall return the duly filled in & acknowledged Truck Sheets along with all returnable containers (like crates, cans etc.) in good condition to the designated official of the dairy. Any loss or damage caused to the containers, any pilferage, theft etc during the process of transportation shall be recovered from the claim of the Transporter. The cost to be recovered in the event of any loss of containers and products are as under:

- i). For Crate : Actual landing cost of Crate.
- ii). For lost/damaged products : Retailers price of the products
- iii). For non-delivery of Milk : 10% penalty of the Retailers Price

17.The transporter's vehicles shall report to the designated officials of the dairy in time as specified by the Marketing In –charge of the Dairy. In case of delay for the reasons whatsoever, the Federation shall have the right to engage any other vehicle as per its convenience to meets the requirement and deduct cost thereof including any other loss sustained due to such delay from the claim of the transporter.

18.The Federation shall recover the loss sustained if any loss by way of penalty imposed by the indenting persons/ institutions including the Military establishments from the transporter in view of delay in delivery or non-delivery of materials.

19.The Transporters shall not use his vehicles for any other activities like transportation of materials other than that of the Federation or passengers while carrying goods of OMFED or returning en-route. If the transporter is found engaged in such type of activities then the Federation shall have the right to impose penalty up to Rs.1000/- per instance which may also lead to cancellation of agreement.

20.The transporter shall not have any right to assign/transfer the right to operate vehicle under this agreement. In case of breakdown of the engaged vehicles, the transporter shall have to take prior permission to engage any other vehicle as a replacement for a temporary period only. In such case, the transporter shall be liable for all the acts and payments of the replaced vehicle.

21.The Transporter or its staffs will not involve directly or indirectly on strike individually or jointly to affect the business of OMFED in any manner. If such situation arises, the Transporter or his staff will be liable for the loss with penal action as per law including termination of contract.

22.In the event of either party failing to act in accordance with the provisions of the agreement, the aggrieved party shall at the first instance try to settle the dispute mutually and amicably without affecting to the spirit of the agreement, failing such attempt, the same shall be referred to the Managing Director, OMFED by either party, and the decision of M.D., OMFED shall be final.

23. Either party shall have the right to part from this agreement by giving at least 1(one) month prior notice in writing on other.

24. The Transporter shall deposit DD/Pay Order /NSC/KVP/Fixed Deposit duly pledged in favour of “OMFED, Bhubaneswar” towards Security Deposit of Rs.10,000/- (Rupees ten thousand only) which will be refundable within 45 days after the termination of the agreement and on claim by the transporter.

25. If the transporter violates any of the terms and conditions this Agreement will be terminated immediately and the Security will be forfeited pending finalisation of bills. In case of any, dispute pertaining to this agreement the jurisdiction of **Civil Court at Bhubaneswar will apply.**

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

By and for the transporter
Signature of the Transporter

for and on behalf of

Full Name: _____

Address _____

Telephone No.:

*THE ORISSA STATE COOPERATIVE
MILK PRODUCERS' FEDERATION LTD.*

In the presence of:

In the presence of:

1. _____

1. _____

2. _____

2. _____