

INDEX

**ROURKELA DAIRY,**  
**PO: Luakera, Rourkela-9(Ph.No.9439021944)**

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**TENDER FORM CUM-INDEX FOR ENGAGEMENT OF PASSANGER AUTO  
FOR ROURKELA LOCAL.**

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**(For Office Use Only)**

Name of the Tenderer .....Rs.....  
Vide, M.R. No.....Dt....., by which the Tender form  
purchased.

Signature of A/c Divn.  
Rourkela Dairy.

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INDEX

This tender form consist the following pages:-

- |  |   |                   |
|--|---|-------------------|
| 1) Index   | - | Page No. 1        |
| 2) Details of Terms & Conditions                           | - | Page No. 2 & 3.   |
| 3) Main Tender Form  | - | Page No. 4        |
| 4) Details of Agreement to be executed by the<br>tenderer. | - | Page No. 5 to 13. |
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**Important Instructions to the Tenderer.**

The Tenderer, shall submit, all the documents as mentioned at above, i.e from page No. 1 to 13, along with EMD within the stipulated date and time. He/She should must sign all the papers form 01-13, in the designated place.

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**DECLARATION**

I/We, have gone through the Tender documents in details and all the pages are countersigned as a token of acceptance, unconditionally.

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Full Signature of the Tenderer  
with date.

## **TERMS & CONDITIONS**

- 1) The Tender documents should be filled in with all respect; otherwise the tender will not be accepted.
- 2) Only bonafied owner of the vehicle is eligible to submit the tender. He should mention the vehicle number in the main Tender form. The vehicle must have up to date tax paid/fitness/permit/insurance/pollution certificate etc. The photocopies of all the documents including R.C Book shall be submitted along with the tender document. Vehicle must be manufacture on or after 01.01.2015.
- 3) The successful bidder has to engage the required vehicle which will be used for carrying OMFED milk & milk Products.
- 4) The Tenderer, has to quote the rate in prescribed Tender Form, at the designated column. The rate should be quoted as per the present Diesel price at Rourkela, on the date of submission of tender. In case of any hike/reduction of Diesel price, the rate will be automatically changed, on pro rata basis.
- 5) The duty time is from 5.00 A.M. to 6.00 P.M.
- 6) The EMD of Rs. 5000/- to be submitted along with the Tender Documents, either in shape of Demand Draft in favour of “Rourkela Dairy, OMFED”, payable at Rourkela drawn on any Nationalized Bank, or depositing by cash at Rourkela Dairy on any working day from 10.00 A.M to 3.30 P.M.
- 7) The EMD of unsuccessful Tenderer will be returned in due course. However, the EMD of successful Tenderer will be converted as security Deposit (interest free) & if, he/she fails to provide the vehicle within the stipulated time, then the EMD will be forfeited.
- 8) The Vehicles are likely to be engaged normally for a period of one year to be renewed in every year basing on the performance during the past year. However, the contract can be cancelled by either party in writing by giving 30 days notice in advance.
- 9) The successful bidder has to execute an agreement with us as per the enclosed Performa.

- 10) Permanent Account Number (PAN) of the Tenderer is mandatory. However, the number (PAN) may be submitted within 30 days of received of the Work Order.
- 11) The Tender form should be submitted, in a sealed envelope clearly mentioning the “TENDER FOR-----” in the Tender form and also on the Envelope.
- 12) The payment will be made on monthly basis, subject to certification of Controlling Officer/KM reading duly entered at IN/OUT time register at security gate and submission of log book duly certified by the concerned office staffs.

**DECLARATION BY THE TENDERER.**

The above terms & conditions are accepted by me unconditionally.

Full Signature of the Tenderer  
with date.

**TENDER FORM**

1)	Full Name of the Tenderer, along with Complete Postal addresses, and contact telephone No, if any.	
2)	M.R. No. & date, by which Tender Document was purchased.	
3)	Details of E.M.D. (Along with M.R No/DD No. with Dt. & amount.	
4)	Details of Vehicles already possessed by the transporter; (Along with Vehicle Regd.No. Copy of R.C. Book, Model No, Capacity etc.	
5)	A. Per day rent(only hiring charges from 5.00 A.M. to 5.00 P.M excluding cost of fuel	
	B. KM Run per one (1) Ltr of HSD	
	C. KM run for one (1) ltr of Mobil	
	D. Halting Charges/Extra duty per hour beyond duty hour.	

Date:  
Place:

Full Signature of the Tenderer,

## TERMS & CONDITIONS

- 1) The tenderer has to engage the required capacity of insulated vehicle within 03 days of placement of work order. However, in case of any transporter does not possess the insulated vehicle, readily, he has to give an undertaking that he will arrange to place the insulated vehicle within one month, in addition to place the un-insulated vehicle during that period (one month) or less, which ever is earlier.
- 2) The tenderer, has to quote the rate in prescribed Tender form, both for Insulated/Un-insulated (incase he does not posses the insulated vehicle readily), as per point no.1 at above.
- 3) The aprox KM (to & fro) of the vehicle is expected to be as follows;

Sl.No	Brief Description of Route.	Type of vehicle	Aprox.KM (to & Fro)	Capacity (in MT)	Remarks.
01	Rourkela-Local.	Passenger Auto	Actual		

- 4) A tenderer should quote rate for a single Route, in a single tender form.However, the EMD is fixed as Rs. 5000/-. For each Route, either in shape of Demand Draft in favour of Rourkela, OMFED, payable at Rourkela, or paying by cash at Rourkela Dairy.
- 5) Each Tender form for individual route should be accompanied with the Demand Draft or Money Receipt in original.
- 6) The tender form should be submitted, in a sealed envelop, clearly mentioning the name of the Route, as per details, at point 3 at above.
- 7) The rate should be quoted as per the present Diesel price at Rourkela, on the date of submission of Tender. In case of any hike/reduction of Diesel price, the rate will be automatically changed, on prorata basis.

- 8) The EMD of un-successful bidder will be returned in due course. However, the EMD of successful bidders will be converted as Security Deposit (interest free), and if they fail to provide the Insulated/Un-insulated Vehicles in stipulated time, it will be forfeited.
- 9) The Vehicles are likely to be engaged normally for a period of one year, and can be extended for another two years, subject to satisfactory performance. However, the contract can be cancelled by either party in writing by giving 30 days notice, in advance.
- 10) The successful bidder has to execute an agreement with us as per the enclosed proforma.
- 11) Permanent Account Number (PAN) of the Tenderer is mandatory. However, the number may be submitted within 30 days of receipt of Work Order.
- 12) The payment will be made fortnightly (twice in a month) subject to Certification of Route Incharge.

**DECLARATION BY THE TENDERER.**

The above terms & conditions are accepted by me unconditionally.

Full Signature of the Tenderer  
with date.

**DRAFT AGREEMENT**

THIS AGREEMENT is made on this day of .....at Rourkela between (1) Plant Manager Rourkela Dairy on behalf of, OMFED 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 Nager, 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 to context thereof, include its successors and assigns).

AND WHERE AS, The Federation is interested to hire transport vehicles of 3.0 MT carrying capacity for distribution of milk and other allied products from its Rourkela Dairy/ operational areas to its agents, wholesalers and other agencies.

AND WHEREAS, The Transporter is agreed to provide and operate his insulated vehicle. Model.....with carrying capacity .....M.T for transportation and distribution of milk and other products produced and marketed by the Federation under the terms and conditions mentioned hereinafter.

**The above terms & conditions are accepted, unconditionally.**

**Signature of the Tenderer**

**With date.**

**NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:**

1. The Transporter shall operate the vehicle as per requirement of the Federation at any time. The freight payment will be made @ Rs. .... / K.M basing on the fuel rate @ Rs. \_\_\_\_\_/ltr. No extra payment will be made for any extra route except fuel cost.
2. This agreement is valid for a period of three years 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 favor 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, income tax must have insurance and ensure that staff deployed by him are well versed with the provisions of the OMV Act as well as road traffic.

**The above terms & conditions are accepted, unconditionally.**

**Signature of the Tenderer**

**With date.**



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 or Marketing Division and ensure that the services 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.

**The above terms & conditions are accepted, unconditionally.**

**Signature of the Tenderer**

**With date.**

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 Transporters and or his staffs 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 of/ 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.

**The above terms & conditions are accepted, unconditionally.**

**Signature of the Tenderer**

**With date.**

11. The Federation shall recover the cost of losses and damage 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 10pkts. (1/2 litre each) and the penalty amount as much be decided by 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, along with truck sheet, letters, documents, cash etc. of the Federation from the delivery point and deliver the same to the addresses, 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.

**The above terms & conditions are accepted, unconditionally.**

**Signature of the Tenderer**

**With date.**

- 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.

**The above terms & conditions are accepted, unconditionally.**

**Signature of the Tenderer**

**With date.**

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 : Rs. 300.00 per crate;
- ii) For lost/damaged products : Twice the Consumer price of the products.
- iii) For non-delivery of Milk : 10% penalty of the Consumer 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 or 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.

**The above terms & conditions are accepted, unconditionally.**

**Signature of the Tenderer**

**With date.**

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 break down 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 in any 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 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.

**The above terms & conditions are accepted, unconditionally.**

**Signature of the Tenderer**

**With date.**

23. Either party shall have the right to part from this agreement by giving at least (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, Rourkela Dairy towards Security Deposit of Rs. 5000.00 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 finalization 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 HERE TO 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 LIMITED.**

In the presence of

1.

2.

In the presence of

1.

2.