



**TENDER FOR ENGAGEMENT OF NON AC BOLERO / SIMILAR TYPE  
OF VEHICLE FOR BHAWANIPATNA DAIRY**

*Cost of Tender Documents: – Rs.560.00  
Including GST*

**Submission of fill in Tender Documents  
from 06.09.2017 to 18.09.2017  
(10.30 Hrs to 14.00 Hrs)**

**Opening at 15.00 Hrs. dtd. 18.09.2017  
At OMFED Bhawanipatna Dairy, Bhangabari, Bhawanipatna-766001**

Tender Submitted for the \_\_\_\_\_ route.

Name of the Tenderer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

FAX No.: \_\_\_\_\_ E-Mail Id: \_\_\_\_\_



**THE ODISHA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED**  
**D – 2, SAHID NAGAR, BHUBANESWAR – 751007**  
**PHONE: 0674-2540273/2546030, FAX 0674-234343**

**bhawanipatna Dairy, at-Bhangabari, Bhawanipatna-766001 Tel: (06670) 211066**

**TENDER NOTICE FOR ENGAGEMENT OF HIRED VEHICLE AT BHAWANIPATNA DAIRY**

Sealed tenders are invited from Travel Agents/ Owners for hiring of Non Ac Bolero or similar type of vehicles for engagement in Bhawanipatna Dairy on monthly rental basis for a period of 03 years. The Tender documents shall be made available at OMFED Bhawanipatna Dairy, Bhangabari, Bhawanipatna – 766001 on any working days from Dt 06.09.2017 to Dt 18.09.2017 on payment of Rs. 560/- (Rupees Five Hundred Sixty Only) including GST. The tender document can also be down loaded from the website to submit the same along with the cost of tender paper and EMD amount. The filled in tender document along with EMD of Rs10,000/- (Refundable) in shape of cash or Demand Draft favouring OMFED payable at Bhawanipatna should reach Bhawanipatna Dairy by 02.00 PM on 18<sup>th</sup> September 2017 (Monday) & Shall be opened at 03.00 PM on the same day in presence of interested bidders. For details, please visit our website [www.omfed.com](http://www.omfed.com).

Managing Director OMFED reserves the right to accept or reject any or all tenders without assigning any reason thereof.

**Plant Manager**  
**Bhawanipatna Dairy**



**DETAILS OF TENDER NOTICE FOR NON AC BOLERO OR SIMILAR TYPE OF VEHICLE FOR OMFED BHAWANIPATNA DAIRY**

- A. Sealed Tenders are invited from the transporters, vehicle owners, and transport agencies for non ac bolero or similar type of vehicle for Bhawanipatna Dairy operational area for a period of Three Years.
- B. The rate quoted should be **Fixed Cost/Month**.(Inclusive as follows)
- I. The transporter shall have to comply the statutory requirement in respect of men and machine (vehicles) deployed by him for performance of the contract as provided under various Acts and rules like ESL,EPF, Factory Act minimum wages Act and OMV Act. & have insurance, road tax and ensure that staff deployed by him is well versed with the provisions of the OMV Act as well as road traffic.
- II. **Repair & Maintenance** cost will born by vehicle owner.
- C. Vehicle will allowed with four days off during any month.
- D. Vehicle will report to Plant Manager/Establishment Section & Security Gate on Day to day basis along with vehicle logbook.
- E. The transporter has to submit photocopy of the documents of up to date Fitness, Insurance, R.C.Book of the vehicle and Commercial Registration Documents. Absence of any document bidder has to give undertaking to submit the same before final engagement.
- F. The bidder or the authorised representative to be present in the meeting & shall carry the letter head with them for spot communication if required during the discussion in the Tender meeting.
- G. The tender documents can be obtained from OMFED Bhawanipatna Dairy, Bhangabari, Bhawanipatna – 766001 on payment of Rs. 560/- (Rupees Five Hundred Sixty only) (Non-refundable) in cash or D.D. drawn in favour of OMFED payable at Bhawanipatna. The tender paper will be sold on any working days from 06.09.17 to 18.09.17 from 10.30 Hrs. to 13.30 Hrs.
- H. Earnest Money Deposit (E.M.D): Rs. 10,000/- to be deposited for each route in shape of Demand Draft in favour of OMFED payable at Bhawanipatna, No tender document shall be accepted without E.M.D. for each route EMD of Rs.10,000/- & one tender document is to be submitted. The selected successful tenders have to deposit Security in shape of DD/Bankers Cheque/ Account Transfer duly pledged in favour of OMFED, Bhawanipatna for Rs. 10,000/- or Convert the EMD to Security Deposit. The same will be refunded to the transporter on written request after satisfactory completion of contract.



- I. The tender documents can also be downloaded from our website [www.omfed.com](http://www.omfed.com) In Such case the cost of Tender documents must be deposited of Rs.10,000/- in DD/Bankers Cheque at OMFED Bhawanipatna dairy, Bhangabari, Bhawanipatna – 766001 before submission of tender or in shape of Demand Draft along with EMD.
- J. The last date for sale of Tender paper is up to **dtd.18.09.2017** and date for receipt of tender paper is within 14.00 Hrs. of dtd.18.09.2017. The tender will be opened at 15.00 Hrs. of dtd.18.09.2017at OMFED Bhawanipatna Dairy, Bhawanipatna.
- K. The sealed Tender must be super scribed on top of the envelope “**TENDER FOR NON AC BOLERO OR SIMILAR TYPE OF VEHICLE**” and will be received at OMFED Bhawanipatna Dairy, Bhawanipatna.
- L. Incomplete tenders and tender received after specified time will not be accepted.
- M. The bidder or the authorised representative to be present in the meeting & shall carry the letter head with them for spot communication if required during the discussion in the Tender meeting.
- N. OMFED reserves the right to accept or reject any or all tender wholly / partly without assigning any reason thereof.

**Plant Manager**



**TENDER APPLICATION**

To

The Plant Manager  
OMFED,  
Bhawanipatna Dairy.  
Bhawanipatna

**Sub: - TENDER FOR NON AC BOLERO OR SIMILAR TYPE OF VEHICLE**

Dear Sir,

In reference to your tender published for engagement of vehicle mentioned above, the following rate is quoted by me /us.

(Diesel Rate Rs. \_\_\_\_ /Ltr      On Dated \_\_\_\_/\_\_\_\_/2017)

Route	Type of Vehicle (Make & Model) With Registration Number	Fixed Cost In Rs./Month	
		Fixed Cost In Rs./Month	(In words)
Bhawanipatna Dairy Office & Marketing Areas Within Odisha			

**01.** Cost of tender paper Rs.560.00 deposited vide M.R. No./ D.D  
No. \_\_\_\_\_ dtd. \_\_\_\_\_ Bank \_\_\_\_\_

**02.** EMD of Rs. 10,000/- deposited vide D.D. No. \_\_\_\_\_ dtd  
\_\_\_\_\_ of \_\_\_\_\_ Bank.

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**

**Contact No:-.....**



(On selection, the Contractor to be executed the following agreement on Non-Judicial Stamp Paper worth Rs.40)

**A G R E E M E N T**

**THIS AGREEMENT is made on this day of ..... at**  
Bhawanipatna 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)

..... (here in after  
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 WHERE AS**, The Federation is interested to hire vehicle for different activities of its Bhawanipatna Dairy.

**AND WHERE AS**, The Transporter is agreed to provide and operate vehicle having **seating capacity of 7 persons. ....in consideration of monthly rent of Rs...../- (Rupees.....only)** per Month under the terms and conditions mentioned hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

- 1 .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 Bhawanipatna .
- 2.This agreement is valid for a period of ..... and .....commencing from.....to..... Subject to the transporter maintaining satisfactory performance 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 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.

4. 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.

5. 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/breakdown of the vehicle deployed by him after intimating both orally and in writing to Bhawanipatna and ensure that the service is not affected due to such accident.

6. 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.

7. 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 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 Bhawanipatna Dairy.

8. 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.



9. 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.

10. 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.

**11. The transporter's vehicles shall report to the designated officials of the dairy in time as specified by the Plant Manager or Establishment Office.** 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. Vehicle will be allowed to be parked inside the Plant premises before or after the tour accepting time required for the purpose.

12. 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.

13. 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.

14. 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.





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

16. The Transporter shall deposit DD/Pay Order duly pledged in **favour of “OMFED, Bhawanipatna”** towards **Interest free 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.

**17. PAYMENT TERMS & CONDITIONS:**

The engagement of vehicle will be made basically for Plant Manager as part of administrative facilities along with plant marketing activities You will engagement for other official purposes if required as per the direction of Plant Manager as and when required. Payment will be released by 5th day of each month in shape of account payee cheque on submission of monthly Bill by 2nd day of month. The cost of diesel & mobile oil shall be as per the prevailing market rate.

The Bill submitted by you should accompany the diesel bill for filling of fuel each time, which conforms to the K.M. coverage in the log book, photo copy of log book duly certified by plant manager or his authorized representatives or the visiting officer & original log book for verification.

The kilometre coverage, opening balance & closing balance will be signed by the concerned officers at the end of journey. The log book will be periodically verified by the accounts section in order to ascertain the correctness of entry in the log book.

The payment will be calculated on the basis of kilometre coverage mentioned in the log book & the monthly hiring charges decided for bolero. In case of absent from duty or break down of vehicle while on official duty or within headquarters, you will arrange substitute immediately, otherwise a penalty amount of double the amount of rental charges will be imposed apart from non-payment of rental & other benefits for that period.

18. 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 Bhawanipatna 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. \_\_\_\_\_