



SI No: _____

MR No: _____

**TENDER FOR ENGAGEMENT OF VEHICLES
AT BERHAMPUR DAIRY
FOR
TRANSPORTATION OF MILK & MILK PRODUCTS.**

Submission of filled in Tender Documents :- Within 14.00 Hours on Dt. **26.6.2018**

Opening of Tender :- 15.00 hours on Dt. **26.6.2018**

Name of Tender: _____

Address : _____

Telephone No: _____

Fax No: _____

Cost of Tender Document: - Rs.560.00

(including GST)

OMFED, BERHAMPUR DAIRY, ANKUSHPUR, BERHAMPUR – 761100

PHONE NO: 0680-2485188, 2485441.

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BERHAMPUR DAIRY

ANKUSHPUR, POST- KUKUDAKHANDI, DIST- GANJAM, ORISSA

PHONE NO: 0680-2485188/24852441.

TENDER NOTICE

Sealed tender in prescribed form are invited for engagement of Insulated Covered Body Transport Vehicle with carrying capacity of 4.0MT, 3.0MT, 2.5MT & 1.0MT (Excluding crate weight) on K.M/Trip basis for transportation & distribution of milk & milk products in the marketing route of Paralakhemundi, Gopalpur & Army, Polosara, Seragada, Gobara, Purusottampur, Bhanjanagar Morning & Bhanjanagar Evening for a contract period of **01 (One) year**. The successful bidders having non-insulated vehicles will be given one month time from the date of our order to **INSULATE** the vehicle & only insulated vehicle will be allowed to run in the routes. Good condition 3 years old vehicles will be given preferences.

The tender paper with details of terms & conditions can be purchased from OMFED, Berhampur Dairy on payment of Rs.560/- (including 12% GST) only in cash, on any working days from dt. **12.6.2018 to 26.06.2018** up to 1.00 PM within office hours. Filled-In sealed tender papers along with EMD of Rs.10,000/-, in favour of OMFED, payable at Berhampur and all required documents/certificates will be received at Berhampur Dairy up to 2.00 PM on dt. **26.06.2018** & will be opened on the same day at 3.00 PM in presence of interested bidders. Tenders without EMD or incomplete in any manner shall not be accepted. The tender form and details of Terms & Conditions may be downloaded from our web site www.omfed.com and submitted by the due date along with the tender paper cost of Rs.560/- in shape of Demand Draft.

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

PLANT MANAGER

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DETAILS OF TENDER NOTICE FOR TRANSPORTATION OF MILK, MILK PRODUCTS & ALLIED PRODUCTS OF OMFED

- A. Sealed Tenders are invited from the transporters, vehicle owners, transport agencies having minimum 3 years experience in the Milk & Products Distribution for transportation & distribution of OMFED Milk & Milk products and allied products in the following routes of Berhampur Dairy for a period of One year.
- B. The rate quoted should be per KM/Trip. (Inclusive of toll gate / parking fee/ Inter State permit etc if any).
- C. The vehicle has to distribute Milk & Milk products and other allied products in different distribution points which may increase from time to time.

Details of operational routes & Type of Vehicle required.

sl	Route Name	Area to be covered	Approx Km *	Approx Mktg (ltr)	Capacity of vehicle required excluding crate weight.	Reporting time at dock *	Completion time of distribution	Return to Dairy
1	Ankushpur to Paralakhemundi	Via – Andhra Pradesh	280	4000	4.0MT	6.00pm	10.00pm	3.00AM
2	Ankushpur to Paralakhemundi Via- Palasa (As & When required) mostly once/Twice in a month	Ichapuram, Kanchili, Sompeta, Palasa & Pkd (As & when Required)	280	1000	1.0MT	10.00pm	6.00am	10.00pm
3	Ankushpur to Polosara	Aska, Balipadar, Buguda, Polosara	182	2500	2.5MT	12.00AM	5.00AM	10.00AM
4	Ankushpur to Bhanjanagar	Aska, Bhanjanagar, Belanguntha, Jagannthprasad	210	2500	2.5MT	12.00AM	5.00AM	10.00AM
5	Ankushpur to Gopalpur & Army	Dora, University, Karapalli, Gopalpur, Kamalapur, Golabandha & Army	84	3000	3.0MT	12.00AM	5.00AM	10.00AM
6	Ankushpur to Gobara	Pitala, Aska, Gangapur, Gobara	80	1000	1.0MT	3.00AM	5.00AM	10.00AM
7	Ankushpur to Seragada	Seragada, Patapur	110	1000	1.0MT	2.00AM	5.00AM	10.00AM
8	Ankushpur to Bhannanagar Evening	Aska, Bhanjanagar, Belanguntha	175	1000	1.0MT	11.30AM	6.00PM	10.00PM
9	Ankushpur to Purusottampur	K.S. Nagar, Purusottampur	122	2500	2.5MT	2.30am	05.00am	10.00AM

* Subject to change in time as per decision of OMFED Management & K.M. running as per actual. The vehicle has to carry milk with equivalent no. of crates (one crate carry 10 ltrs. of milk and weight of one crate is 1 Kg.) and the given kilometer may change subject to actual running.

- D. The tender documents can be obtained from OMFED, Berhampur Dairy, Ankushpur on payment of Rs. 560/- (Rupees Five Hundred Sixty only) (Non-refundable) in cash or D.D. drawn in favour of OMFED payable at Berhampur. The tender paper will be sold on any working days from **12.06.2018 to 26.06.2018** from 10.30 Hrs. to 13.00 Hrs.
- E. The tender documents can also be downloaded from our website www.omfed.com In such case the cost of Tender documents must be deposited in cash at OMFED, Berhampur Dairy Ankushpur before submission of tender or in shape of Demand Draft along with EMD.
- F. The loading and unloading at Dairy Dock and distribution point is at transporter risk and cost.
- G. The rate quoted should be per KM/ trip for insulated vehicles. The transporter has to produce photocopy of the documents of Fitness, Insurance of the vehicle and proof of Insulation of the vehicle in case of insulated vehicle. The successful bidders having non-insulated vehicles will be given one month time from the date of our order to INSULATE the vehicle & only insulated vehicle will be allowed to run in the routes.
- 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 Berhampur, 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.
- I. The selected successful tenders have to deposit Security in shape of DD/NSC/KVP duly pledged in favour of OMFED for Rs.1,50,000/- for 4MT, Rs.1,25,000/- 3.5MT, Rs.1,10,000/- 3MT, Rs.1,00,000/- 2.5MT, Rs.60,000/- 1.5MT, Rs.40,000/- 1.0MT and Rs20,000/- for 0.5 MT. The same will be refunded within 45 days to the transporter on written request after satisfactory completion of contract.
- J. The last date for sale of Tender paper is up to 13.00 Hrs. dtd.26.06.2018 and date for receipt of tender paper is 10.30 Hrs. to 14.00 Hrs. dtd.26.06.2018 the tender will be opened at 15.00 Hrs. at OMFED, Berhampur Dairy, Ankushpur.
- K. The sealed Tender must be superscripted on top of the envelope "TENDER FOR TRANSPORTATION OF MILK" and will be received at OMFED, Berhampur Dairy Ankushpur only.
- L. Acceptance of Tender: Tenders filled in all respect must be sent to OMFED, Berhampur Dairy, Ankushpur in person to reach within 14.00 Hrs. on **26.06.2018**. Incomplete tenders and tender received after specified time will not be accepted.
- M. The Federation reserves the right to engage the vehicle in other route, addition or alteration in distance at any time for which freight will be increased / decreased proportionately.
- N. The bidder or the authorized 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.
- O. The transporter vehicle staff has to collect cash from the en-route and to deposit the same in the Bank or at Marketing office or concern Marketing In-charge/ Route In-charge before 4PM.
- P. The sl no: 2, 1.0MT insulated vehicle from Ankushpur to Parlakhemudi will be engaged as & when required by Berhampur Dairy for supply of milk and milk products. The bidders has to quote the rate accordingly inclusive of Andhra Pradesh tax etc.
- Q. For change in retail diesel price effective at Berhampur, the consumption of diesel for different carrying capacity vehicle will be considered as below.

Carrying capacity of vehicle (insulated)	Fuel consumption per lit.
1000 lit	18 km.
1500 lit	12 km.
2500 lit	10 km
3500 lit	08 km
4000 lit	08 km

OMFED reserves the right to accept or reject any or all tender wholly / partly without assigning any reason thereof.

- R. If the selected bidder of the tender fails to provide the vehicle as per the stipulated period given by the Berhampur Dairy the EMD of the said bidder will be forfeited.

TENDER APPLICATION

To

The Plant Manger**Omfed, Berhampur Dairy****Ankushpur- 761 001.**Sub: **Tender for hiring of vehicle for transportation of Milk & Milk Products.**

Dear Sir,

In reference to your tender published in _____ on Dated _____ the following rate is quoted by me / us.

Sl	Name of the Route	Type of insulated vehicle & Capacity/ New vehicle	Regd. No.	Rate per KM / Fixed Rate as per present Diesel Rate Rs. 75.00 / Lit	Remarks

01. Cost of tender paper Rs.560.00 (inclusive 12% GST) deposited vide MR/D.D No: _____ dated _____

02. EMD of Rs.10,000/- deposited vide DD No: _____ dated _____
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 agree to abide by the terms & conditions stipulated by the Federation.

Full signature

Name : _____

Address : _____

Telephone No: _____

- Encl: 1. Original Money receipt for purchase of tender paper.
 2. Original Bank Draft Rs.10,000/- for EMD.
 3. Xerox copy of the R.C. Book, Insurance, driving license etc.
 4. Photo copy of PAN Card.
 5. Copy of Milk Selling / Transporting certificate.
 6. Others if any.

NB: This is valid for one milk route only. For each milk route separate tender paper has to be obtained & submitted separately as per conditions of tender

DRAFT COPY OF AGREEMENT

THIS AGREEMENT is made on this day of _____, at Berhampur between (1) **“The Orissa 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, 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: _____ (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns)

AND WHEREAS.

The Berhampur Dairy is interested to hire transport vehicle of different carrying capacity for distribution of milk and other allied products from its Berhampur 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 _____ (Excluding crate weight) for transportation and distribution of milk and other products produced and marketed by the Berhampur Dairy in Route of _____ in consideration of to and fro freight _____ per _____ under the terms and conditions mentioned hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:-

01 The transporter shall operate the vehicle as per requirement of the Berhampur Dairy at any time at the freight rate indicated above linked with current diesel price at Berhampur i.e _____ per liter which will increase or decrease prorate on every change of retail diesel price at Berhampur. Such increase or decrease in freight change will be admissible as per the following mileage subject to claim of the transporter along with supporting documents i.e proof of change in diesel price and bills therefore.

Carrying capacity of vehicle (insulated)	Fuel consumption per lit.
1000 lit	18 Km.
1500 lit	12 Km.
2500 lit	10 Km
3500 lit	08 Km
4000 lit	08 Km

02. This agreement is valid for a period of **One year** and commencing from _____ 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 Berhampur Dairy

03. The Berhampur Dairy 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 Berhampur Dairy as mentioned herein.

04. The transporter shall have to complete the statutory requirements in respect of man and machine (vehicles) they deployed by him for performance of the contract as provide as under various acts and rules like ESI, EPF, Factory act & OMV act, have insurance and ensure that staff deployed by him are well dressed with provision 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 or instruction from the Berhampur Dairy side or due to business requirement of the transporter. The transporter shall also ensure that the statutory requirements under various acts and rules are complete while making such changes.

06. The transporter will be fully responsible for the loss sustained or damaged caused to man and materials of the Berhampur Dairy or third party by the vehicle or personal deployed by the transporter and indemnify for such type of losses / damages. The transporter 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 service is not effected due to such accident.

07. The transporter shall lodge claim within seven days of the billing period, which will be settled by Berhampur Dairy subject to decision of any tax at source which required to be deducted by the Berhampur Dairy under income tax Act. 1961 of any other Act & Rules time being /in force.

08. 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 & employee relationship between the Behampur Dairy and Transporter / or its staff. The transporter shall provide the identity of the staff to be engaged beforehand to the Berhampur Dairy.

09. 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 Berhampur Dairy shall have the right to debar to staff from its activity and on intimation. The transporter shall have to discharge them off from their works immediately. The agreement shall stand terminated in the event of any unpleasant situation created by the transporters 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 Berhampur Dairy shall debar the transporter and its staff from entering into the operational area / premises of the Berhampur Dairy if it is so suspected or found involved in the activities like theft, fraud, dishonesty and unholy nexus with the security personal or corrupt officials of the Berhampur Dairy and mis-behaving with the officials of the Berhampur Dairy.

11. The Berhampur Dairy shall recover the cost of losses and damages caused sustained arising out such type of above maintained activities besides penalty from the pending claims of the transporter. The penalty shall be 10 times of losses or damaged on the event of theft / losses of the Ten packets (1/2 litres each) and the penalty amount be as will be decided by Chairman-cum-Managing Director, Omfed if the theft / loose so exceeds more than Ten 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 Berhampur Dairy from the delivery point and delivery the same to the addresses / consigned, wholesalers, retailers, marketing parlours or any other places, as per the instruction of the Marketing In-charge / Plant Manager or any authorized official of the Berhampur Dairy in the specified route with due acknowledgment. The transporter on return journey will collect the truck sheet duly filled and any other times from the market and hand over to concerned officer / shift in-charge. The transporter shall also have to collect cheque / cash from the agent / 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 the defaults 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 transporters vehicle shall take 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 loading and unloading schedule of the vehicle and immediately leave the Dairy premises after loading and unloading of the vehicle at Dairy dock as the case may be. Under no circumstances 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 Berhampur Dairy shall have absolute right to check the vehicle at any time during the process of transportation / loading either through its designated officials / securities and imposed penalty in the event of detection of milk / other products in excess of quantity maintained 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 Berhampur Dairy.

16. The transporter shall return duly filled in the acknowledged truck sheet along with all returnable container (like crates, cans etc) in good condition to the designated official of the Dairy. Any loose or damaged caused to the containers, any pilferage, theft it is during the process of transportation shall be recovered from the claim of the transporters. The cost to be recovered in the event of any loose of container and products are as under:-

- i) For crate - Rs.300/- per crate.
- ii) For lost/damaged products - Consumer price of the products
- iii) For non delivery of milk - 10% penalty of the consumers price.

17. The transporters vehicle shall report to the designated official of the Dairy in time as specified by the Marketing in-charge of the Dairy. In case of delay for the reason whatsoever, the Berhampur Dairy shall have the right to engage any other vehicle as per its convince to meet the requirement and deduct cost thereof including any other loose sustained due to such delay from the claim of the transporter.

18. The Berhampur Dairy shall recover the loose sustained if any loose by way of penalty imposed by the indenting persons / instructions including the Military Establishment from the transporter in view of delay in delivery or non-delivery of materials.

19. The transporter shall not use his vehicles for any other activities like transportation of materials other than that of the Berhampur Dairy or passengers while carrying goods of omfed or returning en-route, if the transporter is found engaged in such type of activities then the Berhampur Dairy shall have the right to impose penalty of 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 the 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 transported shall be liable for all the acts and payment of the replaced vehicle.

21. The transporter or it's staff will not involve directly or indirectly on strike, individually or jointly to effect the business of the Omfed in any manner. If such situation arises, the transporter or his staff will be liable for the loose with penal action as per law including permission 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 past instance try to settle the dispute mutually and amicably with out effecting to spirit of the agreement. Failing such attempt, the same shall be referred on the Managing Director, Omfed by either party, and the decision of the Managing Director, Omfed shall be final.

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

24.The transporter shall deposit DD/Pay Order in favour of Omfed, Berhampur “ towards security deposit “ of Rs.1,50,000/- for Tata-709(4MT), Rs.1,25,000/- for (3.5MT) vehicle, Rs.1,10,000/- for Tata-407(3.0MT) Rs.1,00,000/- for Tata-407(2.5MT), Rs.60,000/- for Max-Pick-up(1.5MT), Rs.40,000/- for Tata-ACE(1MT) or equivalent & Rs.20,000/- for Appe (0.5MT) or similar capacity vehicle which will be refunded within 45 days after the termination of the agreement and on claim by the transporter.

25.If the insulated vehicle is disturbed due to breakdown or accident or any other reason, the insulated vehicle will have to be brought back into service within 15 days, failing which the agreement will be terminated. A penalty of Rs.100/- per day will be deducted from the transport bill during the period of non engagement of insulated vehicle.

26. If the transporter violets 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 of this agreement the jurisdiction of civil court at Berhampur will apply.

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

By and for the transporter

For and on behalf of

Signature of the transporter.

Full Name : _____

Address : _____

Telephone No.: _____

**(For & on behalf of the Orissa State
Cooperative Milk Producers’ Federation Limited)**

In the presence of :

In the presence of :

1. Signature : _____

1. Signature: _____

Full Name : _____

Full Name: _____

Address : _____

Address: _____

2. Signature : _____

2. Signature: _____

Full Name : _____

Full Name: _____

Address : _____

Address: _____