

SI No: _____

MR NO: _____ / Book No _____

Date : _____

TENDER FOR
ENGAGEMENT OF INSULATED VEHICLES IN BALASORE DAIRY
FOR
TRANSPORTATION OF MILK & MILK PRODUCTS

Tender Submitted for the Route:- _____

Submission of filled in Tender Documents:-

within 2.00 PM
On or Before 04.06.18

Opening of Tender:-

3.00 PM on 04.06.18

Name of Tenderer: _____

Address: _____

Telephone No: _____

Cost of Tender Document – Rs.560/-
(Including 12% GST)

OMFED, BALASORE DAIRY, JANIGANJ, REMUNA, BALASORE – 756019
PHONE NO: (06782-224597/224108)

CONTENTS

<u>SL NO</u>	<u>ITEM</u>	<u>PAGE</u>
01.	Tender Notice	02
02.	Conditions for Milk transportation	03 to 07
03.	Details on Routes & vehicles required now	08 to 10
04.	Important conditions of Tender	11 to 14
05.	Tender Application Form	15
06.	Form of agreement to be signed between Omfed & successful bidder.	16 to 20

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OMFED
Balasore Dairy, Januganj, Remuna, Balasore-756019.

TENDER NOTICE

Sealed tender in prescribed form are invited for engagement of **Insulated Covered Body Transport vehicles** with different carrying capacities on KM rate/ Fixed Rate basis for transportation & distribution of Milk & Milk products in different routes of Balasore Dairy operational areas covering Balasore, Bhadrak & Mayurbhanj District for a contract period of 1(one) years & can be extended for another 02 years on final satisfactory performance of transporters. The successful bidders having non-insulated vehicles will be given one month time from the date of our order to INSULATE the vehicles & only Insulated vehicles will be allowed to run in all our routes,

The tender paper with detail terms & conditions can be purchased from Omfed Balasore Dairy on payment of Rs.560/- including GST 12% only in cash / in shape of DD, on working days, upto 1.00 PM, from **dt:15.05.2018 to 04.06.2018**. The Tenderer interested for purchase of the Tender paper in cash/DD will have to submit their written application for the purpose, giving their postal address & contact telephone number. The Tender document can also be downloaded from our website-**www.Omfed.com**. In case, the Tender document is downloaded from website, such tenderers will have to submit DD amounting to **Rs. 560/-** alongwith the filled-in Tender document. Separate Tender documents should be purchased & submitted for each route.

The filled-in sealed tender paper alongwith **EMD of Rs. 10,000/-**, in favour of "OMFED, payable at Balasore" alongwith all required documents / certificates, will be received in Balasore Dairy upto **2 PM on dt. 04.06.2018** & will be opened on the **same day at 3 PM** in presence of interested bidders. Tenders without EMD or incomplete in any manner shall not be accepted.

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

Plant Manager
Balasore Dairy

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Conditions for transportation of Milk & Milk products in OMFED milk routes.

01.Careful distribution:-

i) The Milk van will have to distribute Milk & Milk products, other Omfed products like Horticulture items, Agro products etc to all the Whole salers & agents in each route. Milk & Milk products are highly perishable commodity. These are to be transported carefully for delivery to all the Omfed agents in the route ,every day in scheduled time. Therefore, the vehicle will have to report in Dairy dock for loading in right time, leave the dairy & complete milk distribution & report back at Dairy as per the time schedule fixed by Dairy from time to time.

ii) If the Transporter fails to provide his vehicle/ **alternative vehicle** due to any problem in his original vehicle, this must intimated to Omfed well in advance. If Omfed arranges altenative vehicles, the differential cost (excess cost) so incurred by Omfed will be recovered from the bills of the orginal transporter.

iii) Any other material of any outside agency should not be loaded in the vehicle either during it's journey with milk or during it's return journey.

iv) The number of Omfed agents in the route as well as the distance of the route may increase or decrease due to increase or decrease of agents in the route or due to change made in the milk route. The transporter will have to operate in the route accordingly & the payment will always be made on the basis of actual KM run, which may vary due to the above mentioned reason as well due to exigencies like alternative ways during flood, road jam etc & as certified by Omfed representative in the route..

v) The transporter will distribute the milk or milk products only to the Omfed approved booths or agents as per the direction of the Route-in-charge or as per truck sheet & get signature of the agents on the truck sheet. They will not distribute milk or milk products to any non-approved shops or persons at their will.

VI) Return of empty Crates & penalty for shortage:- The Transporter will also collect all the empty crates from the agents / whole sellers during his return , on the same day & return to Plant in the scheduled time. In case less number of crates are returned, the value of short supplied crates will be deducted from the bill of the Transporter at the penal rate (double rate than latest purchase price). Crate cost once deducted from bill, will not be refunded to Transporter at a later date.

2) Collection of Advance & depositing the same:-

i) The transporter will have to deliver the milk to the agents as per their indent & collect advance money for the next day. The advance money will have to be deposited in the Dairy cash counter or Bank, or handed over to Omfed representative, as per instruction. The transporter will have to intimate the indent, deposit the advance cash / Bank deposit slip in our cash counter & return all the crates to the plant within the specified time every day, so that the crates can be cleaned properly , before these are again sent to the market. Negligence on this aspect may call for cost recovery from the monthly bill/ penalty & even dis-engagement of the vehicle & forfeiture of the Security Money

ii) The transporter is not allowed to keep any portion of Omfed items/ dues with him on any reason. The transporter will be responsible for any short delivery, cash misappropriation or theft or misbehaviour by his staff in the Plant or in the market. Such activities may call for penalty & even dis-engagement of his vehicle & forfeiture of his Security Money. If any cash snatching / theft / robbery happens on the way, he will have to immediately lodge FIR in the local Police Station and intimate to Dairy with a copy of FIR & make claim against his vehicle Insurance . The vehicle should be covered under 3rd party insurance coverage policy for this purpose.

3) Careful Lifting from Plant:-

i) The transporter or his staff will properly check the exact quantity of Milk / Milk products & crates loaded in the vehicle, as per the indent & truck sheet/ Dc. If any excess milk/ crate are found from the vehicle at any point of time, after the completion of loading by the transporter, this will be treated as a theft & the transporter will be penalized for the said purpose as per the Omfed rules. For this purpose, the vehicle can be checked at any point after completion of loading by the squad of Balasore Dairy formed for this purpose. Similarly, after the vehicle leaves the dock, the claim for short delivery will not be entertained.

ii) Transporter must take load of the materials after proper verification. He should properly check, segregate & leave all leaky packets/ defective packets/ packets with less quantity so that complain is not received from the market in this regard. Transporter will be held responsible for any deficiency & cost in this regard will be recovered from the bill for any **short supply/ damage on the way or damage due to delay in delivery.**

iii) The transporter must ensure that any material from the plant will not shifted outside unauthorisedly in his vehicle without proper document, In case of such deviation, penalty will be imposed along with cost recovery on prove of such activity may call for dis-engagement of his vehicle & forfeiture of Security Money.

4) Bill:- As per the rules of OMFED prevailing at present, the transporter have to submit bill in triplicate for 1st to 15th day of a month on 16th day & the bill for 16th to 30/31st day by 1st day of the next month so that the bills of all the transporters are processed in time . The bill should be submitted alongwith a certificate from the route –in-charge in the prescribed format. **The 15 day bills will be paid on 7th & 22nd day of every month.** The Printed bill should contain PAN No, Name of route, Type of Vehicle & Vehicle Regd. number etc, as per our prescribed format. The transport bills will be paid after deduction of Income tax, recovery of all Omfed dues & Penalties if any. If the bill is not received in time, it will be considered for payment, during processing of bills of all the transporters in the next month. Payment will always be made through account payee cheques in the name of our approved Transporter only or credited to their SBI account as fund transfer.

5) Vehicle Condition & Insulation:- As per terms of this tender, Omfed requires only Insulated vehicles. It is a prerequisite & Omfed will not pay anything extra for the purpose & nothing can be claimed on the ground that the transporter had insulated the vehicle as per our advice. Transporters who have already got insulated vehicles & having experience in successful operation in Milk routes, may indicate the same in their Tender. They have to attach their experience certificate in this effect. But if the successful transporters do not possess insulated vehicle, he will have to insulate it within 1 month of receiving our order. **He will be paid at 90% of the order rate for the period of use of non-insulated vehicle.** Similarly 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 at the earliest, failing which, he will be paid at the rate for non-insulated vehicles (90%) & for continuance of such service over 15 days, Omfed may cancel the order & engage insulated vehicle of other transporters in this route for ensuring supply of good quality Milk & Milk products to the customers.

After insulation, the vehicle to be painted with Omfed approved colour & design. Since milk & other allied products is of emergency nature, the vehicle should fix a board with writing "Essential Commodity not to be detained". The Transporter will have to pay the cost of painting to the Omfed approved painter at Omfed approved rate. The vehicle should be in good condition & possess valid fitness certificate. The certified Xerox copy of RC Book, purchase document, fitness certificate, upto date road tax payment receipt, Insurance, driver's DL are essential to be submitted with the tender. The original documents may be called for verification before tender finalisation.

6) Disengagement of Vehicle:-

- i) Since Omfed duty is an essential service, Transporters can disengage their vehicle only after serving **one month notice** as per contract clauses. **But they will have to operate in the route in the approved rate till any alternative arrangement is made by Omfed for continuance of milk supply to the market/ customers.**

ii) The transporter must ensure that during the period of their engagement in Omfed, the vehicle is not engaged in any un-desired / unlawful activities like transportation of drugs, wine, alcohol, shifting any forbidden items/ men or materials , arms & amunations,/ stolen/ black-marketing etc, which will hamper the prestige of the Organisation.Omfed will no way be responsible for such unauthorized activites by the Transporter.

iii) Entering Dairy in alcoholic state / Taking bath inside the Dairy & washing the vehicle in Dairy by the Transporer or his staff are not permitted.

iv) Similarly, Omfed has the right to disengage any vehicle & cancel the agreement by serving 1 month notice,(1) if the contract conditions are deviated.(2) The essential service of Milk supply is hampered.(3) If the route is stopped or changed & such change is not acceptable to the Transporter. If the continuance of the Transporter in a route is detrimental to the interest of OMFED, as well as to the agents & customers in the route, **Omfed has the right to disengage the vehicle with serving SHORT NOTICE.**

TYPE OF INSULATED VEHICLE REQUIRED FOR DIFFERENT MILK ROUTES WITH DETAILS

Sl. No	Name of the route	Market area covered	Appx. Distance (To & Fro)	Time of reporting at Dairy lifting point	Completion of distribution	Return to dairy	Carrying capacity of the Insulated Vehicle
1	Balasore-Bhadrak (Evening) & Cold Store	Jamujhadi, Markona, Ranital, Charampa & Cold Store	150	11:00 A.M.	2:00 P.M.	5.00 P.M.	7000 lit
2	Bhadrak town Marketing (Evn-I)	Bhadrak Town	30	3.00 P.M.	4.30 P.M.	5.00 P.M.	1500 lit
3	Bhadrak town Marketing (Evn-II)	Bhadrak Town	30	3.00 P.M.	4.30 P.M.	5.00 P.M.	1500 lit
4	Bhadrak town Marketing (Evn-III)	Bhadrak Town	30	3.00 P.M.	4.30 P.M.	5.00 P.M.	1500 lit
5	Bhadrak cold store to Chandbali	Tihidi, Rajkanika, Olavor	141	1.00 A.M.	5.00 A.M.	8.00 A.M.	2700 lit
6	Bhadrak cold store to Akhuapada-I	Dobal, Kenduapada, Dhamnagar	123	1.00 A.M.	5.00 A.M.	7.30 A.M.	2700 lit
7	Bhadrak cold store to Akhuapada-II	Manjuri Road	90	1.00 A.M.	3.00 A.M.	5.30 A.M.	1500 lit
8	Balasore Dairy to Bhadrak Morning & Cold Store	Bhadrak Town & cold store	160	11:00 P.M.	2:00 A.M.	8:00 A.M.	7000lit

9	Balasore Dairy to Bhadrak cold store	Bhadrak cold store	148	4:00 P.M.	6:00 P.M.	9:00 P.M.	8000lit
10	Bhadrak cold store to Bhadrak town-2trip	Bhadrak town-1trip & charampa-1trip	40	3:00 A.M.	5:00 A.M.	6:00 A.M.	1500 lits
11	Bhadrak cold store to Aradi	Aradi	83	3:00 A.M.	5:00 A.M.	6:00 A.M.	1500 lits
12	Bhadrak cold store to Dhamara	Betada, Basudevpur, Dhamra	200	11:00 P.M.	5:00 A.M.	8:00 A.M.	2250 lits
13	Balasore Dairy to Bant	Bhadrak town , Barpada, Chhnapati	250	11:00 A.M.	5:00 A.M.	7:00 A.M.	2700 lit
14	Balasore to Baripada Evening	Betanati, Baripada cold store	120 k.m.	11:00 A.M.	2:00 P.M.	6:00 P.M.	6000 lits ,
15	Baripada cold store to Baripada town Evn.-1	Baripada town	40 k.m.	02:30 P.M.	4:30 P.M.	5:00 P.M.	1500 lits
16	Baripada cold store to Baripada town Evn.-II	Baripada town	40 k.m.	02:30 P.M.	4:30 P.M.	5:00 P.M.	1000 lits
17	Balasore – Baripada Morning	Betanati, Baripada town	160 k.m.	11:00 A.M.	4:30 A.M.	7:30 A.M.	5000lit
18	Baripada cold store to Jamsola	Bombay Chhak, Bisoi, Bangiriposi, Baharaguda	170 k.m.	2:00 A.M.	4:30 A.M.	7:00 A.M.	2700 lits
19	Baripada cold store to Rasgobindpur	Muruda, Baghada, Kostha	120 K.m.	2:30 a.M.	4:30 A.M.	9:00 A.M.	1000 lits
20	Balasore to Remuna	Remuna	8 k.m.	1:00 P.M.	2:30 P.M.	3:30 P.M.	250 lits Auto or equivalent
21	Balasore Morning-I	Balasore town -	72	02:00 A.M.	4:30 a.m.	7:30 a.m.	2700 lits

22	Balasure Morning-II	Balasure town -	45	02:00 A.M.	4:30 a.m.	7:30 a.m.	2700 lits
23	Balasure Morning-III	Balasure town	40	02:00 A.M.	4:30 a.m.	7:30 a.m.	1500lits
24	Balasure evening-1	Balasure town	40 k.m	1:00 P.M.	4:30 P.M.	5:30 P.M.	2700 lits
25	Balasure evening-1I	Balasure town	40 k.m	1:00 P.M.	4:30 P.M.	5:30 P.M.	1500 lits
26	Balasure – Anatapur(M)	Saregan, Rasalpur, Anantapur	110 k.m	12:30 P.M.	2:30 P.M.	4:30 P.M.	1000 lits
27	Balasure-Agarpada Morning	Khaira, Oupada, Odha	220 k.m	12:00 Night	5:00 A.M.	9:00 a.m.	3500 lit
28	Balasure-Jaleswar Morning	Basta, Amarda, Sonakania	160 k.m	12:00 Night	4:30 A.M.	8:30 A.M	2700 lits
29	Balasure – Udala Morning	Khunta, dukura, Purunabariap da, UdalaKaptip ada	185 k.m	12:30 A.M	4:30 A.M.	7:30 A.M	2700 lit
30	Balasure – Digha	Chadaneswar, Baliapal, Sugo, Amuliatha	200 K.M.	12:30 A.M.	4:30 A.M.	6:30 A.M	2700 lit.
31	Balasure-Soro Morning	Barikpur, Soro Town	82 K.M.	2:00 A.M.	4:30 A.M.	6:30 A.M	2700 lits
32	Balasure-Soro Evening	Barikpur, Soro Town	82 K.M.	2:00 A.M.	4:30 A.M.	6:30 A.M	1500 lits
33	Balasure- Nilagiri Morning	Ajodhya, Nil agiri, Santara gadia, gohira	109 K.M.	2:00 A.M.	4:30 A.M.	6:30 A.M	2700 lits

NB:1-For Sl.No.10 & 20 ,Rate should be quoted on fixed rate basis.

NB:2- Tentative distance as above may be vary. This will be finalized and mentioned in the agreement after physical verification of actual K. M. running through a committee.On change of any route,the same committee will verify & finalise the distance & Transpoters are to be abide by the decision of the committee.

IMPORTANT CONDITIONS OF THE TENDER

1. The tender documents can be obtained from Omfed, Balasore Dairy, Januganj, Balasore on payment of Rs.560/- (Rupees five hundred sixty only), non-refundable, in cash/DD.
2. Separate Tender documents are to be purchased for each milk route and submitted separately, if a tenderer is interested to participate for more than one route.
3. **The tenderer should have own vehicle. If it is hired, the manufacturing date and make of the vehicle along with Lease Agreement will be taken into the consideration.**
4. The transportation rate is to be quoted for insulated vehicles only. The transporter will be paid 10% less if non-insulated vehicle is engaged in the route on any ground.
5. **Earnest Money deposit (EMD) Rs.10000/- (Rupees Ten thousand only) to be deposited in shape of Demand Draft in favour of OMFED, payable at Balasore for each route, separately with the Tender.**
6. **EMD** of successful bidders will be converted to Security Deposit. As per order condition, he will have to deposit the differential Security amount in Omfed within 15 days of receipt of the order. The EMD of unsuccessful bidder will be refunded by a/c payee cheque within 90 days from the date of opening of the tenders against their written application. If any party is awarded with the order but does not respond / operate within the given time or deposits the differential SD, his EMD/ SD will be forfeited.
7. The bidders selected for placement of orders will have to deposit the following amount as interest free **Security deposit** in shape of DD in favour of OMFED Balasore Dairy, payable at Balasore. The Security deposit will be refunded to the transporter on written request after satisfactory completion of contract, after deducting Omfed dues on account of market outstanding, penalties, damage recovery, non returned crate cost etc, if any.

<u>Sl.NO.</u>	<u>Capacity of Vehicle</u>	<u>Security Amount</u>
1	More Than 2700 Litre	Rs.25,000=00
2	2700 Litre/2250Litre	Rs.20,000=00
3	1500 Litre	Rs.15.000=00
4	Less than 1500 Litre	Rs.10.000=00

8. Documents required:-

- i) Xerox copies of the R.C Book, indicating date of 1st purchase & payment of up- to -date Road Tax./ Affidavit (for engagement of new vehicle).
 - ii) Fitness Certificate.
 - iii) Xerox copy of insurance coverage for current year.
 - iv) Name of vehicle staff, driver with existing phone number and his valid driving license.
9. The successful tenderer must have to execute an agreement (proforma given herewith) in Non-Judicial stamp paper worth Rs.100/- ,for his engagement as Transport Contractor. The agreement will be executed only after insulated vehicle is put into operation & Security Deposit is deposited. Agreement will be made for 1 year, which can be extended for 3 years on observation of satisfactory performance.If the performance during the contract period found unsatisfactory then contract will be cancelled & fresh tender will be conducted for said route.
- 10.The sealed tender must be superscribed on top of the envelope “TENDER FOR TRANSPORTATION OF MILK FOR ROUTE _____” and will be received at office address till the last date & time mentioned in the tender notice.
11. **Acceptance of Tender:** Tender filled in all respect must be sent to “Omfed Balasore Dairy, Janiganj, Remuna, Balasore – 756019” can be submitted in our plant by hand, within 2 PM on 04.06.2018. The authority is not bound to consider delay in submission of tender on any ground. Incomplete tenders, tenders without EMD and tenders received after specified time will not be entertained.
- 12.The Federation reserves the right to engage the vehicle in other route, make addition or alteration in distance at any time, change the way of a route for which freight will be proportionately increased / decreased in the approved K.M rate. The K.M run as checked and certified by the marketing division shall be final and binding. Recovery can be made for false claim made in any bill, if detected at later stage.
- 13.The transporter should put his initial in all pages of the tender document. Different conditions mentioned in different parts of the tender are co-related and explanatory to each other. If any of these points are found contradictory, the clarification of Omfed to that effect will be final and binding. The complete tender document should be submitted along with required certificates / annexure. If any part of the tender document is found detached, the tender will be treated as incomplete and it will not be accepted.

14. The **QUOTED RATE in the tender must be inclusive** of all charges for successful completion milk transportation during the entire period of contract i.e fuel, lubricant, salary of driver & helper, road tax and insurance of the vehicle, the fees towards Driving License of the driver, expenses towards repair maintenance of the vehicle, loading of milk and milk products in Dairy and unloading the same at respective booths, arrangement of alternative vehicles during break down / accident / any other exigencies etc, Charges towards other State permission (for the original vehicle/s) wherever required, Toll / Bridge / Road charges by Municipality / NAC/ Panchayat or other local body charges on the way. It also includes all other charges, whether existing or newly implemented on the way and which are required for successful milk transportation, although not specifically mentioned herein.

15. While selecting transporters for different route, OMFED will give priority/weightage to the tenderer with following features chronologically. So the tenderers having documentary evidence on these aspects may submit the same & will be treated as optional for consideration towards selection.

a. Tenderer belongs to the area of that particular operation/route.

b. Tenderer already involved in Omfed business.

c. Tenderer having working experience in Milk Transportation or Fast Moving Consumer Goods duty, with good working record.

d. Tenderer having a number of vehicles & drivers at his disposal so as to send alternative vehicle/drivers in case of break down of original vehicle or in the exigencies or as per our urgent requirement.

E. Tenderer who will ensure no liquor habit for his own & his staff.

16. OMFED reserves the right to go for negotiation with the bidders whenever the rate is

felt unusually high and also reserves the right to reject the lowest bid if it is felt

unpracticable. If the party who is awarded with the order for transportation, does not

provide his service within the stipulated period / discontinues service within few

months, or if his service is not satisfactory, Omfed can call any other bidder in the panel to serve in the route in his quoted rate / approved rate / negotiated rate. The finalised / order rate will not be changed within the contract period on any ground. OMFED will proportionate **increase / decrease the Order rate on the basis of increase / decrease of diesel price**, on prorata basis, as per its rules, at a time for all transporters, such changed rate will be applicable from the date of change of diesel price.

17. The agreement will be signed between the Transporter & Omfed Balasore Dairy, after the successful / selected Transporter deposits the Security Money & engage Insulated vehicle. The form of agreement is attached to the Tender Paper. After the Transporter accepts the Order, all the agreement clauses are applicable as part of the Order, although the agreement is not made due to non completion of the prerequisites (Two reasons cited herein).
18. Statements showing the details on different type of vehicles required for different routes & the time schedule for each route vehicle have been notified in our office notice board & also attached to the tender paper. After engaging Transporters in the desired routes, Omfed may select & enlist some suitable Transporters in panel for engagement during future requirement.
18. In case of delay in finalization of tender due to cause beyond the capacity of OMFED due to any unavoidable circumstances, the existing transporter will given extension till finalization of tender for operation of their transport vehicle in their respective route against approval of Authority. In case any transporter will not abide to do work against extension till finalization of tender, he will be treated disqualified for existing & future tender of OMFED & Balasore Dairy.
- 20 OMFED reserves the right to reject or cancel any tender wholly / partly without assigning any reason thereof.

TENDER APPLICATION

To
The Plant Manager
Omfed , Balasore Dairy.

Sub: **Tender for engagement of insulated vehicle for transportation of Milk & Milk products at Balasore Dairy operational areas.**

Sir,

As per the Tender Notice published in _____, dt: _____, I am quoting my rate as follows:-

Sl No	Name of the milk Route applied for-	Type of Vehicle	Vehicle Regd. No.	Appx. K.M (to & fro)	All inclusive Rate per K.M /fixed Rate	Present condition of the vehicle: (Insulated/ non-insulated)
1		Make- Model- Year of Mfg/ Purchase		_____ KM		Insulated / Non-Insulated

1) Cost of tender paper Rs.560/- deposited vide MR/DD. No: _____ dated _____ of Bank _____.

2) EMD of Rs.10000/- deposited vide D.D No. _____ dated _____ of Bank _____.

3. The above rate has been quoted on the basis of present Diesel rate of Rs. _____ / Ltr. This rate will be proportionately increased/decreased on the basis of change in Diesel price by Omfed as per it's standard rules.

I / we hereby declare that, I/We have gone through the details terms & conditions stated in tender documents before filling up my/our rates & submission of the tender paper. I / we agree to be bound by the terms & conditions stipulated by the Federation for selection/ engagement of my vehicle, if selected by them.

(**Full Signature of Tenderer**)

Address: _____

Date: _____

Tel No: _____

Encl:

Xerox copy of the R.C. Book, Insurance, Fitness Certificate, Road Tax, Pollution Certificate etc of the vehicle & driving license of the driver , etc must be enclosed & Original may be produced for verification- whenever required.

NB: 1) This application 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.

2) I will insulate the vehicle within one month of receipt of Order. I will engage alternative vehicle at my cost , whenever there is any problem in my vehicle. Any or all the Tenders may be cancelled by OMFED without assigning any reason thererof.

FORM OF AGREEMENT, AN IMPORTANT PART OF THE TENDER
(This agreement will be made after depositing Security & vehicle Insulation)

AGREEMENT

This Agreement is made on this day of at Balasore between (1) “ The Orissa State Cooperative Milk Producers’ Federation Ltd”, an apex Co-operative Body registered under the Cooperative 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 (herein after 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 Balasore Dairy/operational areas to its agents, wholesalers and other agencies.

AND WHEREAS, The Transporter is agreed to provide and operate his insulated/non-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.

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 Balasore i.e. Rs...../-(Rupees.....only) per liter which will increase or decrease prorata on every change of retail diesel price at Balasore. 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 Balasore 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.
1000lit	18 KM
1200lit/1500lit/2250lit	10 KM
2700 lit	8 KM
3500lit or more	6KM

One km more will be considered for non insulated vehicle for above categories.

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 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 lode claim within seven days of the billing period, which will be settled by the Federation subject to deduction of any tax at souce, 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 Incharge/Plant Manager or any authorized official of the Federation in the specified route with due acknowledgement.
13. 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 Incharge. 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.
14. 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.
15. 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.
16. 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.

17. 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 delignated official of the dairy. Any loss or damage caused to the contrainers, 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 (Penal price)
 - ii) For lost/damaged products : Consumer price of the products with 10% Penalty.
 - iii) For non-delivery of Milk : Value @consumer price with 10% Penalty.
18. 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.
19. 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.
20. 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.1000.00 per instance which may also lead to cancellation of agreement & forfeiture of Security.
21. 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.
22. 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.
23. 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.
24. 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 in DD/Pay Order in the name of "OMFED, Balasore" towards interest free security deposit as under:-

<u>Sl.NO.</u>	<u>Capacity of Vehicle</u>	<u>Security Amount</u>
1	More Than 2700 Litre	Rs.25,000=00
2	2700 Litre/2250Litre	Rs.20,000=00
3	1500 Litre	Rs. 15.000=00
4	Less than 1500 Litre	Rs. 10.000=00

which will be refundable within 45 days after the termination of the agreement and on claim by the transporter, if there is no dues against him.

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, **only jurisdiction of Civil Court at Balasore will apply.**

IN WITNESS WHERE OF THE TENDERER HERE TO 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)

(**Plant Manager**)
The Orissa State Cooperative
Milk Producers' Federation Ltd

Full Name: _____, Address _____

Telephone No: _____

In the Presence of:
(from Transporter side)

1. _____
Name & Address:

In the presence of :
(from Omfed side)

1) _____
Name & Address:

2. _____

Name & Address

2 _____

Name & Address

