

Bid Identification No. 02/CO/Mktg/BD/Tender/19

E-TENDER CALL NOTICE

FOR

ENGAGEMENT OF VEHICLES

FOR

**TRANSPORTATION & DISTRIBUTION OF MILK, MILK PRODUCT &
ALLIED PRODUCT OF OMFED FROM BBSR DAIRY TO DIFFERENT
MARKETING OPERATIONAL AREA OF BBSR DAIRY**

(2018-19)



ESTIMATED TENDER VALUE: Rs5.5 Crores

MARKETING DIVISION, OMFED, BHUBANESWAR

**The Orissa State Cooperative, Milk Producers' Federation Ltd.
D-2, SAHID NAGAR, BHUBANESWAR-751 007.**

Ph No- 2546030/2540273/2540417, Fax No (0674)2540974, Email – omfed@yahoo.com

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E-TENDER NOTICE FOR ENGAGEMENT OF VEHICLES FOR TRANSPORTATION & DISTRIBUTION OF MILK, MILK PRODUCT & ALLIED PRODUCT OF OMFED FROM BBSR DAIRY TO DIFFERENT MARKETING OPERATIONAL AREA OF BBSR DAIRY.

Bid Identification No.

1. OMFED invites E-Tender from transporters /Transporter Agencies for transportation and distribution of 1000 / 1200 /1500/2200/ 2700/ 3000 & 3500 liter. Of Milk & Milk product and other allied products of OMFED in Insulated vehicle for 69 no of routes of Bhubaneswar Dairy Marketing operational area on hire basis for a contract period of 3 (Three) years. e-Tender is invited on-line through 'e'-procurement of Govt. of Odisha web Portal <https://tendersodisha.gov.in>. The bidders should have the necessary portal enrolment with their own Digital Signature Certificate.

2. The bidders are required to submit bids for the following:

Sl. No	Name of work	Cost of tender paper. (Rs.)	Estimated Cost (Rs)	Availability of Tender for online bidding		Date of opening	EMD (Rs.)	Period of Completion
				From	To			
01	E-TENDER NOTICE FOR ENGAGEMENT OF INSULATED VEHICLES FOR TRANSPORTATION & DISTRIBUTION OF MILK, MILK PRODUCT & ALLIED PRODUCT OF OMFED FROM BBSR DAIRY TO DIFFERENT MARKETING OPERATIONAL AREA OF BBSR DAIRY.	Rs 500/-+12% GST =Rs:560.00 In shape of separate Demand Draft Payable at Bhubaneswar	Rs.5.5 Crores	17.01.2019 at 10.00A.M	05.02.2019 at 05.00P.M	07.02.2019 at 3.00PM	10,000.00	03 years from the date of ENGAGEMENT OF VEHICLES

3. Bid documents consisting of specifications for engagement of vehicles and the set of terms and conditions of contract and other necessary documents are available on Portal: <https://tendersodisha.gov.in>. The

corrigendum/amendment to this notice if required shall be published only in the OMFED web site <https://www.omfed.com> and will not be published again in news paper.

4. The **Bid documents will be available** in the website: <https://tendersodisha.gov.in> from **10.00 AM of –17.01.2019 to 05.00 PM of 05.02.2019** for online bidding.
5. The tender paper cost / EMD in the form of D/D in original and Photo Copy of **GST, PAN, Registration Certificate, Experience Certificate, other documents as per DTCN** shall have to be submitted by Speed post/Regd. post/ Courier service only in sealed envelope & should reach at the OMFED Corporate office, D-2 Saheed Nagar, Bhubaneswar-751007, during working days on or before **06.02.2019**.
6. Non submission of cost of bid document and EMD within the prescribed period shall debar the party from participating in the online bidding system and Bidder's portal registration shall be cancelled. Bidder's name shall also be informed to the registering authority for cancellation of Bidder's registration.
7. Bids shall be received only through **"on-line"** on or before **05.00 PM of 05.02.2019**
8. Listing of the Documents & opening of technical bids in presence of bidder and committee members shall be done on **07.02.2019** at 3.00PM at OMFED Corporate Office. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC.
9. If the office happens to be closed on the last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
10. The bids of the technically qualified bidders will be opened for evaluation of the price bid. The date of opening of price bid will be intimated to the technically qualified bidders latter on.
11. EMD amounting to Rs.10,000.00 for each Route is binding for all participants .
12. EMD amount of successful bidders will be converted in to Security Money.
13. The cost of bid documents & EMD in demand draft issued from any Nationalized/ Scheduled Bank may be prepared in favour of OMFED, payable at Bhubaneswar.
14. Other details are available in the bidding documents.
15. Any corrigendum / Addendum will be displayed in the OMFED website <https://www.omfed.com>
16. The management reserves the right to cancel any or all bids without assigning any reason thereof.

**Managing Director
OMFED**

Technical Notes for the Bidder:

1. Tender :- OMFED invites tender for engagement of vehicles for transportation & Distribution of Milk / Milk product and other allied products of OMFED in Insulated vehicle for 69 no of routes. The detail of route vehicle is mentioned at (page no.12 to 13).

- (A) The rate quoted should be per trip for insulated vehicles.
- (B) The rate quoted should be Inclusive of toll gate, parking fee, Road Tax, Insurance, Labour cost, Fuel Cost and other expenses 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.
- (D) The Tender running km. is the tentative km. In case the running km increases /decreases than cost of fuel excess consumed / less consumed shall be reimbursed/deducted on the quoted price. The calculation is as below.

$$\frac{\text{Excess km plied}}{\text{Fuel consumption per lit.}} \times \text{Rate of diesel}$$

For example: 2700 lit. Carrying capacity vehicle for running of 10 km. excess, the calculation will be as follows.

$$\frac{10 \text{ km.}}{08 \text{ km. per lit.}} \times \text{Rs.73.22} = \text{Rs.91.53}$$

- (E) The loading and unloading at Dairy Dock and distribution point is at transporter's risk and cost.
- (F) In case of exigency like break down/ repair of the vehicle maximum 7 days time will be allowed for placement of non insulated vehicle, for which Rs.50/- less per trip shall be made for 1200 lit. carrying capacity vehicle or less and for 2700 lit. carrying capacity vehicle or more Rs.100/- per trip will be deducted.
- (G) 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 ESI,EPF, Factory Act, minimum wages Act and OMV Act. & have insurance and ensure that staffs deployed by him are well versed with the provisions of the OMV Act as well as road traffic.
- (H) The transporter has to get acknowledgment on the truck sheet / distribution sheet from agents / distributors after delivery of the items. Same shall be submitted during the return trip at BBSR Dairy.

- (I) The transporter has to return the empty crates / truck sheet / distribution sheet after delivery of the items.
- (J) 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, which shall be acceptable to the Renderer.
- (K) The transporter vehicle staff has to collect cash from the en-route and to deposit the same with our concern Marketing In-charge/ Route In-charge wherever it is applicable. (Cash Transit Insurance is to made by Omfed).
- (L) For change in retail diesel price effective at BBSR, the consumption of diesel for different carrying capacity vehicle will be considered as below.

Carrying capacity of vehicle (insulated)	Fuel consumption per Ltr.
1000 Ltr.	18 km.
1200 Ltr	10 km.
1500 Ltr.	10 km
2200 Ltr.	09 km.
2700 Ltr.	08 km.
3000 Ltr.	07 km.
3500 Ltr.	06 km.

Ex: The basis of calculation for change in transportation rate due to hike in diesel price by Rs.2/- (For 2700 ltr insulated vehicle) is as below.

$\frac{\text{Route length}}{8 \text{ Km.}} \times \text{hike of diesel rate} + \text{Quoted Price} = \text{Revised Transportation Cost}$

Ex – $\frac{50}{8\text{km}} \times \text{Rs.2/-} = \text{Rs.12.50} + (\text{Quoted Price})$

The same procedure will also be adopted for any decrease in diesel price.

Effective Date- The revised fuel price will be considered on the basis of increase / decrease average fuel price on fortnight basis of BBSR Market.

- (M) The quoted price should be based on minimum wages of one semi skilled and two unskilled workers for 2700 lits. carrying capacity vehicle or more, whereas for less than 2700 lits. carrying capacity vehicle it should be based on minimum wages of one semi skilled and one unskilled worker as per the Govt. of Odisha Notification prevailing on the date of receipt of tender. No price exclamation on minimum wages will be considered within contract period. Bidders should quote the rate accordingly. The transporter has to submit the wage register as and when required.
- (N) **GPS tracking system** is to be installed in the vehicle by the transporter at their own cost before the engagement of the vehicle of the selected bidders.
- (O) Branding of vehicle is to be made by the selected bidders as per the specification before engagement of the vehicle. (Branding design will be provided by OMFED)
- (P) The rate quoted per trip shall be quoted online in the tender application of **Item Rate BoQ format.**

- (Q) The transporter shall make transit insurance at its own cost for the goods transported & Distributed by him/her.
- (R) The transporter shall arrange to load the milk by proper checking of the leaky pkts. thoroughly at Dairy Dock. After departure of the vehicle from Dairy, OMFED will be no way responsible for any leaky pkts. At the time of distribution if excess leaky found i.e. more than 1% of the agents' leaky pkts. given to the agents shall be recovered from the transport bill at the retailer price of the Milk.

2. Eligibility:-

- a. The Bidder must be financially sound
- b. The Bidder should have own vehicle/leased vehicle
- c. If own vehicle, the bidder should produce the vehicle registration document (R.C. Book), in case of lease vehicle the bidder produce lease agreement.
- d. Submission of vehicle Fitness certificate.
- e. Insurance of the vehicle.
- f. Ensure engagement of Insulated vehicle if not insulated the selected bidder should give undertaking to make the vehicle insulation within a month from the date of work order.
- g. Preference will be given those have similar type of experience in milk transportation or FMCG products duty.
- h. The bidder should have own PAN No.
- i. The bidder may submit the record in respect of having number of vehicles and drivers at his disposal so as to ensure for plying the vehicle, in case of breakdown of original vehicle.

N.B:

Please submit photo copy of the above require document duly signed by the bidder.

TERMS & CONDITIONS

01. Bid Security (Earnest Money Deposit)

- (i) Tender fee and EMD both to be submitted in shape of Demand Draft/Pay order in favor of OMFED payable at Bhubaneswar.
- (ii) Information of Demand Draft / Pay Order Submission of the Earnest Money Deposit (EMD) of Rs. 10,000.00.
- iii) The EMD deposited shall not carry any interest, and will be refunded after successful execution of order. EMD of successful Bidders will be converted in to Security Deposit while, for unsuccessful Bidders it will be refunded after completing of the tender process and on claim in writing .

02. OMFED'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD.

The OMFED reserves the right to increase or decrease the quantity of material specified in the schedule of requirements without any change in unit price or other terms and conditions. After issuing order OMFED may also cancel the whole or part thereof depending on requirement of the material during the contract period.

03. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:

The Bidder intending to participate in the bid is required to register in the Portal with some information about the firm. This is a onetime activity for registering in Portal. During registration, the contractor has to attach a Digital Signature Certificate (DSC) to his / her unique user ID.

- a) To log on to the portal the Bidder is required to type his/her username and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
 - b) The tender documents uploaded by the Tender Inviting Officer in the website www.tendersodisha.gov.in will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the homepage. Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or download the bid documents from the web site.
 - c) Bidder exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.
- 1.1. The bidder intending to participate in the bid on-line shall prepare the demand draft towards cost of bid as per IFB (except for exempted bidders) and upload the scanned copy of the draft to the portal against the bid where he is participating and the original shall be deposited to the tender inviting officer within the period specified in the "Invitation For Bid". If the Bidder fails to

deposit the original demand draft towards cost of bid within the stipulated time his bid shall be rejected and action as per prevailing rule shall be taken.

1.2. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.

1.3 The EMD of successful bidders will be kept as Security Deposit. The Security Deposit of the Bidder will be forfeited at any time when the bidder fails to provide the vehicle as per the tender norms.

04. Validity: The rate quoted by the Bidder shall remain valid for Three Years.

05. Places: - The no. of delivery point may be increased or decreased or changed during the Tendered period which is subject to the market plan of OMFED.

06. Required vehicle with Specification:-The requirement of different carrying capacity vehicles, approximate running km. of the vehicle and engagement time of vehicle is at page no. **12 to 13**.

07. Acknowledgement and acceptance of bid: This bid constitutes an offer from OMFED and is expressly limited to the Terms and conditions contained herein. The terms and conditions of the agreement are those that apply to the engagement of vehicles for transportation of Milk, Milk Product & Other Allied Product.

08. Delivery/risk:

(a) The selected Bidder(s) shall make all arrangement at their own risk for safe delivery of milk & Milk Products at the destination point.

(b) The delivery of Milk, Milk Product & other allied Product is to be made as per schedule to be provided by the Plant Manager / Marketing Head of Bhubaneswar Dairy , Bhubaneswar to the selected bidders. Any delay in delivery will lead to forfeiture of Security Deposit along with Penalty as deemed fit. OMFED reserves the right without liability to cancel the order.

(c) In case of receipt of the material in short supply or damaged condition at the receiving point, the cost of damaged material or the cost of material short supplied will have to be recovered from the bill of the Transporter.

09. Assignment/ Sub- Contracting/ Sublet: - The Bidder shall not assign/ sub let/ sub- contract a part or whole of the order.

10. Cancellation: - OMFED reserves the right to cancel bids if the bidder submit incomplete information/documents in any manner as per tender norms .

11. Arbitration: - **Managing Director is the sole Arbitrator for this contract.** In case of any dispute arises, then the decision of the Managing Director will be final and binding.

12. Payment: - 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. Mode of payment is 15/30 days from the date of operation against submission of printed bills, signed by you in full signature.

13. Acceptance of Bid:- OMFED shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those Incomplete Tenders, amended and any addition made in the offer or received late are liable to be ignored or rejected without assigning any reason whatsoever.

14. Variance in the quoted rate: - If there are any variances between words and figure the amount indicated in words will prevail.

15. Conditional Offer:- Conditional offer will not be accepted.

16. Rejection of Bids:-

i) Incomplete bids are liable to be rejected.

ii) Canvassing in any form in connection with the Tender is strictly prohibited and the bid submitted by the bidder who resort to canvassing are liable for rejection.

iii) Non-signed Tender bids, unattested, any correction and over writing by bidder are also liable for rejection.

iv) Bids submitted without supporting documents as mentioned or required to be submitted with bids are liable to be rejected.

Managing Director

OMFED

OTHER TERMS & CONDITIONS OF THE TENDER

- 1) The documents shall be sealed and addressed to the Managing Director, The Odisha State Cooperative Milk Producers Federation Ltd., D-2, Sahid Nagar, Bhubaneswar – 751 007 in block capital letter clearly indicating the tender reference at the top of the envelope.
- 2) The terms and conditions mentioned in the Tender documents shall govern all the tender process.
- 3) The Managing Director, OMFED reserves the right to accept/reject any or all the bids without assigning any reason thereof.
- 04) OMFED in its own interest may opt for any other procurement mode/system simultaneously along with this e-Tender process if required without assigning any reason thereof.
- 05) The Bidders shall not be allowed to use his own discretion in any respect once the order placed and agreed for execution.
- 06) Before issue of work order proper insulation of the vehicles is to be checked by the committee consisting of Marketing head, Quality Control head & Transport Technical head of the Dairy Plant . The selected Bidder has to produce the vehicle before the committee as per the time scheduled to be intimated.
- 07) In case of any doubt of dispute relating to the interpretations of this Tender Document, the decision of the Managing Director, OMFED shall be final and binding on both the parties.
- 08) All the pages of Tender document should be signed by the Bidder.
- 09) The Federation reserves the right to engage the vehicles in other routes when necessary.

I/we declare that I/we have gone through the above mentioned terms before filling up our final rate and Submission of the Tender documents. I/we are agreeable to abide by these conditions until the finalization of tender.

Date:

Signature of the Bidder:

Name of the Bidder:

Address:

Contact Details:

Name of the Routes to be Tendered

Sl.No.	Name of the route	Maximum qty. of milk & milk product to be carried in insulated vehicle (with equivalent no. of crates & 1 crate carries 10 lit. of milk & weight of 1 crates is approximately 1 kg.) (in lit. / kg.)	Approximately running km.	Engagement time	Remarks
1	BBSR-I (M)	3000	55	12.30 AM to 7.30 AM	
2	BBSR-II (M) & PURI (EVN)-I	2700	190	12.30 AM to 8 AM & 12.00 NOON to 8PM	
3	BBSR-III (M) & BBSR DAIRY TO CUTTACK MKTG.(PRODUCT)	2700	105	12.30 AM to 7.30AM & 10.00AM to 4.00PM	
4	BBSR-IV(M) & PURI (EVE.) II	2700	190	12.30 AM to 7.30 AM & 12.00NOON to 8.00PM	
5	BBSR-V(M)	2700	65	12.30 AM to 7.30AM	
6	BBSR-VI(M) & JATANI-KHURDA (EVE)-I	2700	150	12.30 AM to 7.30 AM & 1.00PM to 7.00PM	
7	BBSR-VII(M)	2700	50	12.30 AM to 7.30 AM	
8	BBSR-VIII(M)	2700	50	12.30 AM to 7.30 AM	
9	BBSR-IX (M) & BBSR (EVE.)-II	2200	100	12.30 AM to 7.30 AM & 1.30PM to 7.00PM	
10	BBSR-X(M)	2700	55	12.30 AM to 7.30 AM	
11	BBSR-XI (M)	2700	40	12.30 AM to 7.30 AM	
12	BBSR-XII(M)	3500	50	12.30 AM to 7.30 AM	
13	BBSR-XIII(M)	2700	40	12.30 AM to 7.30 AM	
14	BBSR-XIV(M)	2700	50	12.30 AM to 7.30 AM	
15	BBSR-XV (M)	2700	40	12.30 AM to 7.30 AM	
16	BBSR-XVI(M)	2700	40	12.30 AM to 7.30 AM	
17	BBSR-XVII(M)	2700	40	12.30 AM to 7.30 AM	
18	BBSR-XVIII(M)	2700	50	12.30 AM to 7.30 AM	
19	BBSR-XIX (M) & BBSR (EVE.)-III	2200	92	12.30 AM to 7.30AM & 1.30PM to 7.00PM	
20	BBSR-XX (M)	3500	45	12.30 AM to 7.30 AM	
21	BBSR-XXIII(M)	2700	50	12.30 AM to 7.30 AM	
22	BBSR-XXIV(M) & BBSR (EVE.) IV	2200	100	12.30 AM to 7.30 AM & 1.00PM to 7.00PM	
23	BBSR-XXV (M)	3500	58	12.30 AM to 7.30 AM	
24	BBSR GROCERY-II & BBSR (EVE.) -XIII	1000	90	8.00 AM to 1.00 PM & 2.00PM to 7.00 PM	
25	BBSR Grocery -III & BBSR-XII(E)	1200	90	8.00AM to 1.00PM & 2.00PM to 7.00PM	

26	BBSR Grocery-IV & BBSR-X(E)	1200	100	4 AM to 12 Noon & 1 PM to 7 PM	
27	CTC-I(M) & BBSR-VI(E)	2200	135	11.30 PM to 8 AM & 1 PM to 7 PM	
28	CTC-II(M) & BBSR-VIII(E)	2200	135	11.30 PM to 8 AM & 1 PM to 7 PM	
29	CTC-III(M) & BBSR-IX(E)	2200	135	11.30 PM to 8 AM & 1 PM to 7 PM	
30	CTC-IV(M) & BBSRN (EVN.) XI	2200	135	11.30 PM to 8 AM & 1 PM to 7 PM	
31	Jatni & Khurda-III (M) & BBSR Modern Retail Outlet -I	1000	144	2.00AM to 7.30 AM & 10 AM to 5 PM	
32	BBSR Product (Mob.)	1000	60	10 AM to 5 PM	
33	Stand by	1200	0	8 AM to 7 PM	The transportation rate shall be quoted by the bidder on per Km. basis and the vehicle is to be parked inside Dairy premises as per the time scheduled for engagement of vehicle. For increase/decrease of diesel price it will be consider as per the tender terms & condition.
34	CTC-V(M)	2700	90	11.30 PM to 8	
35	CTC-VI(M) & CTC-II(E)	2200	170	11.30 PM to 8 AM & 12.30PM to 7.30 PM	
36	CTC-VII(M) & CTC-I(E)	1500	195	11.30 PM to 8 AM & 12.30PM to 7.30 PM	
37	CTC-VIII(M) & CTC-III(E)	2200	170	11.30 PM to 8 AM & 12.30PM to 7.30 PM	
38	CTC-IX(M) & CTC-VI(E)	1500	170	11.30 PM to 8 AM & 12.30PM to 7.30 PM	
39	CTC-X(M)	2700	85	11.30 PM to 8 AM	
40	CTC-XI(M)	2200	85	11.30 PM to 8 AM	
41	CTC-IV(E)	1200	71	12.30 PM to 7.30PM	
42	CTC-V(E)	1200	100	12.30 PM to 7.30PM	
43	CTC Modern Retail Outlet	1000	91	10 AM to 5 PM	
44	Puri-I(M)	2200	150	10 PM to 8 AM	
45	Puri-II(M)	2700	150	10 PM to 8 AM	
46	Puri-III(M)	2200	148	10 PM to 8 AM	
47	Puri -IV (M)	2200	135	10 PM to 8 AM	
48	Nimapada	2700	170	8 PM to 8 AM	
49	Jatni (M)	3000	85	12 Midnight to 7.30AM	
50	Khurda (M)	3500	100	12 Midnight to 7.30AM	

Bill of Quantity (BOQ for reference only) bidder shall quote price bid online through. <https://tendersodisha.gov.in>.

Name of the Routes to be Tendered

Sl.No.	Item Description	Quantity of Vehicle	Unit	RATE Per trip /km/day inclusive of all cost for insulated vehicle as per our specification (in Figures to be entered by the bidder)	QUOTED AMOUNT (In word)
	Maximum qty. of milk & milk product to be carried in insulated vehicle (with equivalent no. of crates & 1 crate carries 10 lit. of milk & weight of 1 crates is approximately 1 kg.) (in lit. / kg.) (as per specification mentioned in tender document) ROUTE NAME				
1	BBSR-I (M)	1	Trip		
2	BBSR-II (M) & PURI (EVN)-I	1	Trip	Composite rate for two trip	
3	BBSR-III (M) & BBSR DAIRY TO CUTTACK MKTG.(PRODUCT)	1	Trip	Composite rate for two trip	
4	BBSR-IV(M) & PURI (EVE.) II	1	Trip	Composite rate for two trip	
5	BBSR-V(M)	1	Trip		
6	BBSR-VI(M) & JATANI-KHURDA (EVE)-I	1	Trip	Composite rate for two trip	
7	BBSR-VII(M)	1	Trip		
8	BBSR-VIII(M)	1	Trip		
9	BBSR-IX (M) & BBSR (EVE.)-II	1	Trip	Composite rate for two trip	
10	BBSR-X(M)	1	Trip		
11	BBSR-XI (M)	1	Trip		
12	BBSR-XII(M)	1	Trip		
13	BBSR-XIII(M)	1	Trip		
14	BBSR-XIV(M)	1	Trip		
15	BBSR-XV (M)	1	Trip		
16	BBSR-XVI(M)	1	Trip		
17	BBSR-XVII(M)	1	Trip		
18	BBSR-XVIII(M)	1	Trip		
19	BBSR-XIX (M) & BBSR (EVE.)-III	1	Trip	Composite rate for two trip	
20	BBSR-XX (M)	1	Trip		
21	BBSR-XXIII(M)	1	Trip		

22	BBSR-XXIV(M) & BBSR (EVE.) IV	1	Trip	Composite rate for two trip	
23	BBSR-XXV (M)	1	Trip		
24	BBSR GROCERY-II & BBSR (EVE.) -XIII	1	Trip	Composite rate for two trip	
25	BBSR Grocery -III & BBSR-XII(E)	1	Trip	Composite rate for two trip	
26	BBSR Grocery-IV & BBSR-X(E)	1	Trip	Composite rate for two trip	
27	CTC-I(M) & BBSR-VI(E)	1	Trip	Composite rate for two trip	
28	CTC-II(M) BBSR-VIII(E)	1	Trip	Composite rate for two trip	
29	CTC-III(M) & BBSR-IX(E)	1	Trip	Composite rate for two trip	
30	CTC-IV(M) & BBSRN (EVN.) XI	1	Trip	Composite rate for two trip	
31	Jatni & Khurda-III (M) & BBSR Modern Retail Outlet -I	1	Trip	Composite rate for two trip	
32	BBSR Product (Mob.)	1	Trip		
33	Stand by	1	The transportation rate shall be quoted by the bidder on per Km. basis and the vehicle is to be parked inside Dairy premises as per the time scheduled for engagement of vehicle. For increase/decrease of diesel price it will be consider as per the tender terms & condition.		
34	CTC-V(M)	1	Trip		
35	CTC-VI(M) & CTC-II(E)	1	Trip	Composite rate for two trip	
36	CTC-VII(M) & CTC-I(E)	1	Trip	Composite rate for two trip	
37	CTC-VIII(M) & CTC-III(E)	1	Trip	Composite rate for two trip	
38	CTC-IX(M) & CTC-VI(E)	1	Trip	Composite rate for two trip	
39	CTC-X(M)	1	Trip		
40	CTC-XI(M)	1	Trip		
41	CTC-IV(E)	1	Trip		
42	CTC-V(E)	1	Trip		
43	CTC Modern Retail Outlet	1	Trip		

44	Puri-I(M)	1	Trip		
45	Puri-II(M)	1	Trip		
46	Puri-III(M)	1	Trip		
47	Puri -IV (M)	1	Trip		
48	Nimapada	1	Trip		
49	Jatni (M)	1	Trip		
50	Khurda (M)	1	Trip		

NB: Offer price should be submitted only through online, not with the technical bid documents.

(On selection the Contractor to be executed the following agreement on Non-Judicial Stamp Paper worth Rs.100/-)

DRAFT AGREEMENT

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

AND

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

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

Carrying capacity of the insulated vehicle	Fuel consumption per lit.
1000 lit.	18 km.
1200 lit	10 km.
1500 lit.	10 km.
2200 lit.	09 km.
2700 lit.	08 km.
3000 lit.	07 km.
3500 lit.	06 km.

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

(b) The Tender running km. is the tentative km. In case the running km increase /decrease than cost of fuel excess consumed / less consumed shall be reimbursed/ deducted on the quoted price. The calculation is as below.

Excess km plied x Rate of diesel

Fuel consumption per lit.

2. This agreement is valid for a period of and commencing from.....to..... Subject to the transporter maintaining insulation and abiding by the terms of the contract. The agreement period shall be extended or reduced as per the discretion of the Federation.
3. The Federation shall at any point of time make necessary/ rescheduling of the route allotted in favour of the transporter as mentioned herein keeping in view its business requirement and convenience. On such change/rescheduling of the route, the agreed freight shall change accordingly basing on prevailing rate offered by the Federation as mentioned herein.
4. The Transporter shall have to comply the statutory requirements in respect of men and machine (vehicles) deployed by him for performance of the contract as provided under various Acts and Rules like ESI, EPF, Factory Act, minimum wages 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 traffic rule. The minimum wages paid to be maintained in a prescribed format to be submitted to the office as and when required.
5. The Transporter shall install **GPS tracking system** in the vehicle at his own cost for tracking the movement of the vehicle.
6. 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.
7. 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 alternate 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 / other reasons.
8. 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.

9. 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.
10. 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 deposit /EMD be forfeited besides imposition of further penalty.
11. 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.
 12. 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 Managing Director, OMFED if the theft/loss so exceeds more than 10 packets.
13. The Transporter shall carry the milk and other allied products up to the body height of the vehicle, truck sheet, letters, documents, cash etc. of the Federation from the delivery point and deliver the same to the addressee/ consignee, wholesalers, retailers, marketing parlours or any other place, as per the instruction of the Marketing In-Charge/ Plant Manager or any authorized official of the Federation in the specified route with due acknowledgement.

The transporter on return journey will collect the truck sheet duly filled and any other items from the market and handover to the concerned Officer/ Shift In charge. The transporter shall also have to collect cash/cheque from the agents/authorized agents and deposit the same with the concerned authority/bank as per instruction whenever so required from time to time. In the event of default on the part of the transporter to deposit the cash/cheque in time, the same shall be recovered along with penalty thereof from his pending claims.
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 excepting 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 designated official of the dairy. Any loss or damage caused to the containers or outstanding of crates etc during the process of transportation shall be recovered from the claim of the Transporter. The cost to be recovered in the event of any loss of containers and products are as under:

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

18. The transporter shall taken up goods transit insurance at his own cost.

19. The transporter shall arrange to load the milk by proper checking of the leaky pkts. thoroughly at Dairy Dock. After departure of the vehicle from Dairy OMFED will be no way responsible for any leaky pkts. At the time of distribution if excess leaky found i.e. more than 1% of the agents leaky pkts. given to the agents shall be recovered from the transport bill at the Retailer price of the Milk.

20. The transporter's vehicles shall report to the designated officials of the dairy in time as specified by the Head of Marketing 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.

21. 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.

22. 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.

23.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.

24.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.

25. 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 & binding who is the sole arbitrator of this contract.

26.Either party shall have the right to terminate this agreement by giving at least 1 (One) month prior notice in writing.

27. The EMD amount shall be converted to security which will be refundable within 45 days after the termination of the agreement and on claim by the transporter.

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

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

By and for the transporter

for and on behalf of

Signature of the Transporter

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. _____

(Eligibility Criteria Check list for Bidder)

Sl. No	List of Documents required for Bid	Information	Tick Mark
01	Name of the Tenderer		
02	Tender cost Fee of Rs 560/- (Non- refundable)		
03	EMD Details_ D/D No/ Bank Name Date: -		
04	Letter of Undertaking to be furnished In Rs 20/_ (Non- Judicial Stamp Paper duly attested by the notary public.		
05	Copy of EMD Exemption in case of MSME certificate/Cooperatives as per rule		
06	Copy of ESI/EPF registration (If available)		
07	Copy of latest EPF/ESI Challans (If available with the bidders)		
08	Document proof for age of vehicle- Maximum 07 years old vehicle will be considered.		
09.	I.T return for last 01 Year		
10.	PAN No. (Photo Copy To be Attached)		
11	Registration certificate of the Company/ Firm (if required)		
12	GST Certificate (if required)		
13	Self declaration of not black-listed anywhere in India		
14	Whether all the documents are properly signed with seal		
15	Photo copies of the R.C Book//Road Tax/Fitness certificate/Road Permit/Insurance/ Pollution Certificate of the vehicles the Bidder wants to engage shall be enclosed duly authenticated by notary public.		
16	Proof of Insulation of the vehicle (those who are having insulated vehicle). The bidders those who are not having insulated vehicle has to insulate the vehicle within one month from the date of work order & the bidder has to give an undertaking in this regard with the tender document		
17	No. of vehicles offered in this tender & its ownership- Proprietor/ Society/partnership/others must be indicated		
18	Affidavit for leased vehicles duly filled and signed in Rs 20/- (Non- Judicial Stamp Paper duly authenticated by Notary public		
19	The Successful Bidder must have to execute an Agreement in non-judicial Stamp paper worth Rs: 100/-within 15 days from placement of the Order. The proforma agreement is enclosed at page no. 17 -22		
20	All the documents should be self attested and sealed.		
21	On Top of each sealed envelope, route name & type of vehicle/route name in Technical Bid should be super scribed.		
22	Any other schedules attached with details: 1. 2.		

Signature of the Bidder with Date.
