



SI No:-----

MR No.:_____

Date :_____

**TENDER FOR ENGAGEMENT OF INSULATED VEHICLE
FOR DISTRIBUTION OF MILK & MILK PRODUCTS.**

Tender submitted for the **Route** _____

Under Balasore Dairy

Submission of filled in Tender documents -

Up to 2.00PM on 17.12.2020

Opening of Tender-

3.00PM on 17.12.2020

Name of Tenderer_____

Address: _____

Telephone No._____

Cost of Tender document: - Rs.560.00
(Including GST)

THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD.

D-2, SAHID NAGAR, BHUBANESWAR 751007

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TENDER FOR ENGAGEMENT OF INSULATED VEHICLE FOR DISTRIBUTION OF MILK & MILK PRODUCTS.

Sealed tender in prescribed form are invited for engagement of proper ***Insulated Covered Body Transport vehicles*** with different carrying capacities on KM / Trip Rate basis for transportation & distribution of Milk & Milk products in various routes of Balasore Dairy (as annexed) for a contract period of 3(Three) years & subject to extension on satisfactory performance of transporters as per the decision of the management. 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 of our routes.

The tender paper with detail terms & conditions can be purchased from Balasore Dairy of Omfed on payment of Rs.560/- (including GST 12% only) in cash / in shape of DD, upto 1.00 PM, from dt: 27.11.2020 to 17.12.2020 on working days. The Tender document can also be downloaded from our website-**www.Omfed.com**. In case, the Tender document is downloaded from website, such tenderer/s 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. _____ (amount varies for single and composite route vehicle)** in favour of "OMFED, payable at Balasore" along with all required documents / certificates, will be received in Balasore Dairy upto **2 PM on dt. 17.12.2020** & 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.

**Managing Director
Omfed**

IMPORTANT INSTRUCTIONS:

01. The rate quoted should be per trip/per km for insulated vehicles.
02. The rate quoted should be Inclusive of toll gate, parking fee, Road Tax, Insurance, Labour cost, Fuel Cost and other expenses if any keeping the entire contract period in mind.
03. The vehicle has to distribute Milk & Milk products and other allied products in different distribution points which may increase from time to time.
04. This agreement is valid for a period of 03 (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.

(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 ____ (Balasore City) i.e. Rs...../- (Rupees.....only) per liter which will increase or decrease Pro rata basis on every change of retail diesel price at _____ Dairy . 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 _____ the consumption of diesel for different carrying capacity of the vehicle will be considered as below.

Carrying capacity of vehicle (insulated) (MT)	Certified Kilo Meter per Ltr. of diesel
<700	25
701 TO 1000	18
1001 TO 1200	12
1201 TO 1500	10
1501 TO 2200	9
2201 TO 2700	8
2701 TO 3000	7
3001 TO 3500	6
>3500	5

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

Ex: The basis of calculation for change in transportation rate due to hike in diesel price for 2700 ltr insulated vehicle is as below.

Route length/8 Km x hike of diesel rate + Quoted Price = Revised Transportation Cost

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 concern Dairy.

(b) The Tender running km. is the tentative km. In case the running km increase /decrease then cost of fuel excess consumed / less consumed shall be reimbursed/ deducted on the quoted price. The calculation is as below. The route length can be verified by the route In-charge (RIC) or other designated offices from time to time.

Excess km plied x Rate of diesel

Fuel consumption per lit.

(c) The Transporter shall not claim any hike in transportation rate during the tender contract period.

05. 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 based on prevailing rate offered by the Federation as mentioned herein.
06. 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 staffs deployed by him are well versed with the provisions of the OMV Act as well as road traffic.
07. Complete **Branding** of the engaged vehicle need to be made by the selected bidders at their own cost as per the specification of Omfed before engagement of the vehicle. (Branding design will be provided by OMFED).
08. 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.
09. 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.

10. 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 within 07 days (by 22nd) & the bill for 16th to 30/31st day within 07 days (by 7th) of the next month so that the bills of all the transporters are processed in time . The bill should be submitted along with a certificate from the route –in-charge in the prescribed format. The bill from 1st to 15th shall be paid within 30th of the month and 16th to 31st shall be paid by 15th of subsequent 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 S/B account as fund transfer.
11. 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.
12. Quarterly inspection of Transporters' vehicle insulation shall be conducted by the Committee (consisting of Marketing In charge, Quality Control in charge, Production In charge & Transport In Charge of the concerned Dairy) to confirm proper insulation including the carrier floor. In case of any damages / shortcomings, the transporter shall be allowed maximum of 15 days from the date of intimation for undertaking the repair of the insulation, and deploying back the vehicle in his respective route. In case of failing to repair the insulation within 15 days, 90% of the transporters subsequent bills shall be paid, till his intimation of repair of insulation of the vehicle to the Plant Manager, and subsequent verification report produced by the above Committee to the Plant Manager.
13. In case of exigency like break down/ repair of the insulated vehicle maximum 7 days time will be allowed for placement of non insulated vehicle, for which transporter shall be paid 90% of the transporter's subsequent bills. In case the transporter does not deploy insulated vehicle even after 30 days of break down, OMFED reserves the right to cancel the contract/ order & engage insulated vehicle of other transporter in the said route through limited/short tender for ensuring supply of good quality milk & milk products to customers.
14. Either party shall have the right to terminate this agreement by giving at least 3 (Three) months prior notice in writing. Since Omfed has been declared as Essential Public Utility Service, in the interest of the Public, by the State Govt, Transporters can disengage their vehicle only after serving three 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.

20. The transporter's vehicle shall report at dairy dock as per the loading and unloading schedule of the vehicle and shall take the load of Milk/other products as per Delivery Challan/Invoice from the delivery/loading point (i.e. dairy dock) after proper counting.
21. The transporter's vehicle has to 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 park inside the Plant premises before or after the loading/unloading excepting time required for the purpose.
22. 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.
23. The transporter shall arrange to load the milk / milk products, by proper checking of the leaky / damaged packets thoroughly at Dairy Dock. After departure of the vehicle from Dairy OMFED will be no way responsible for any leaky / damaged packets.
24. The transporter shall return the duly filled in & acknowledged Truck Sheets (from agents / retailers) 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:
 - a. For Crate : Actual Landing cost of the Crate
 - b. For lost/damaged products : Retail price of the product
 - c. For non delivery of Milk : 10% penalty of the Retail price
25. On the basis of the filled in & acknowledged Truck Sheets (from agents / retailers) handed over by the transporters at the dairy, in case it is found that any agent/retailer has received quantity (milk / milk products) less than the quantity mentioned in the trucksheet or in case of written complaint from the agent / retailer regarding short supply of milk / milk products, the quantity of milk / milk product short supplied shall be recovered from the transporters bill at the retailer price, and credited to the complaining agent / retailer.
26. The transporter shall make transit insurance at its own cost for the goods transported & distributed by him/her.
27. 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 meet the requirement and deduct cost thereof including any other loss sustained due to such delay from the claim of the transporter.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. The Transporter shall deposit DD/Po or duly pledged NSC/KVP/Fixed Deposit in favour of OMFED as Security Deposit which will be refundable within 45 days after the termination of the agreement and on claim by the transporter.
34. 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 _____(Dairy name corresponding City) will apply.

ELIGIBILITY CRITERIA FOR BIDDER

- i. **Proof of Tender Cost**
- ii. **Proof of EMD**
- iii. **Copy of EMD Exemption in case of MSME certificate/Cooperatives as per rule**
- iv. **Submission of vehicle ownership (owned/leased/Power of Attorney) – photocopy to be submitted**
- v. **Photo copies of the R.C Book//Road Tax/Valid Fitness certificate/Road Permit/ Insurance/ Pollution Certificate of the vehicles the Bidder wants to engage.**
- vi. **I.T return for last 01 Year(Photo Copy To be Attached)**
- vii. **PAN No. and ADHAR No.(Photo Copy To be Attached)**
- viii. **Registration certificate of the Company/ Transport Agency (if required)**
- ix. **Submission of documents related to experience in dealing with FMCG products**
- x. **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.**
- xi. **Submission of undertaking not to claim any hike or enhancement of transportation rate by the selected bidder during tender contract period.**
- xii. **Submission of undertaking for acknowledging the work order, execution of agreement before engagement and deployment of required carrying capacity insulated vehicle as per the tender document.**
- xiii. **Self declaration of not black-listed anywhere in India**

N.B:

Please submit photo copy of the above required documents and also undertaking (format attached) duly signed by the bidder.

TERMS & CONDITIONS

01. Cost of tender paper – Rs.560/-(inclusive of GST)(non refundable) to be submitted in shape of Demand Draft/Pay order in favour of OMFED payable at Balasore for Balasore Dairy.

02. Deposit of EMD : Rs.10,000/- for single route

Rs.20,000/- for composite route, i.e two routes clubbed.

to be submitted in shape of Demand Draft/Pay order in favour of OMFED payable at Balasore for Balasore Dairy.

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

The EMD deposited shall not carry any interest, and will be refunded to unsuccessful bidders after completing of the tender process and on claim in writing.

03.Security Deposit : The Successful Bidder shall deposit Rs.15,000/-(for single Route) and Rs.30,000/-(for composite route) as Security Deposit in shape of Demand Draft/Pay order in favour of OMFED payable at Balasore for Balasore Dairy respectively. Otherwise NSC/KVP/Fixed deposit of Rs.15000/- may duly be pledged in favour of OMFED, Balasore Dairy. This will be refundable within 45 days after termination of agreement on claim by the transporter.

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

05.Places: - The no. of delivery points may be increased or decreased or changed during the Tendered period which is subject to the market plan of OMFED new delivery points in the allotted routes shall be intimated to the approved transporter for supply of milk and products to them.

06.Required vehicle with Specification:-The requirement of different carrying capacity vehicles, approximate running km. of the vehicle and engagement time of vehicle is available in the tender document.

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 Products.

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 the respective Dairy 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: - As per the rules of OMFED prevailing at present, the transporter have to submit printed bill in triplicate for 1st to 15th day of a month within 07 days (by 22nd) & the bill for 16th to 30/31st day within 07 days (by 7th) of the next month so that the bills of all the transporters are processed in time . The bill should be submitted, which will be duly certified by the concerned Route–Incharge/Marketing Incharge. The bill from 1st to 15th shall be paid within 30th of the month and 16th to 31st shall be paid by 15th of subsequent month. The Printed bill should contain PAN No, Name of route, Type of Vehicle & Vehicle Regd. number etc. The transport bills will be paid after deduction of Income tax, recovery of all Omfed dues & Penalties if any. In case of late submission of bill, the same will be considered in succeeding fortnight. Payment will always be made through account payee cheques in the name of approved Transporter only or credited to their S/B account as fund transfer.

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 what so ever.

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:-

- a. Incomplete bids are liable to be rejected.
- b. 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.
- c. Non-signed Tender bids, unattested, any correction and over writing by bidder are also liable for rejection.
- d. Bids submitted without supporting documents as mentioned or required to be submitted with bids are liable to be rejected.
- e. Without EMD & cost of tender document the bid shall be rejected.

17.The documents shall be sealed and addressed to the Plant Manager, Balasore Dairy in block capital letter clearly indicating the tender reference at the top of the envelope.

18.The terms and conditions mentioned in the Tender documents shall govern all the tender process.

19.The Managing Director, OMFED reserves the right to accept/reject any or all the bids without assigning any reason thereof.

20.The Bidders shall not be allowed to use his own discretion in any respect once the order placed and agreed for execution.

21.In case of any doubt or 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.

22.All the pages of Tender document should be signed by the Bidder.

23.The Federation reserves the right to engage the vehicles in other routes whenever 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:

DETAILS OF ROUTES FOR TRANSPORT TENDER FOR DISTRIBUTION OF MILK AND MILK PRODUCTS

Sl. No	Name of the Route/ Cluster	Areas covered	Distance Covered	Trip	Timing	Vehicle Capacity (in Kg)
1	BLS-BDK(MORNING)	Jamujhadi,Markona,Ranital,Maitapur,Charampa,Bdk town	160	2 Trips	Mornin g & Evening	7000
	BLS-BDK(EVENING)	Jamujhadi,Markona,Ranital,Maitapur,Charampa,Bdk town	150			
2	BLS-BDK COLD STORE	Bdk Cold store	148	Evening	Evening	8000
3	BLS-BPD EVE&COLD St	Kalama,Baisingha,Betanati,Bpd cold store	120	Evening	Evening	6000
4	BLS-BPD MORNING	Kalama,Baisingha,Betanati,Bpd Market	160	Mornin g	Mornin g	3500
5	Stand By	Balasore/Bhadrak/Baripada	160	Any Time	Any Time	2700

TENDER APPLICATION WITH PRICE BID

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	Appx. K.M (to & fro)	Vehicle Regd. No	Make & Model of Vehicle	Capacity of the Vehicle (in Kg)	Basis of Quotation	Rate per K.M or Trip Rate (inclusive all) @ Diesel Price Rs. ___/litr	
							(in Rs.)	(in Word.)
						PER KM.		
						PER TRIP		

01. Cost of tender paper Rs.560.00 deposited vide M.R.No./D.D _____ Dt.

02. EMD of Rs. _____ deposited vide D.D. No. _____ Dt _____ of _____ Bank.

I / we hereby declare that, I / we have gone through in details terms & conditions stated in tender Documents before filling up our rates & submission of the tender paper. I / we are agreeable to the terms & conditions stipulated by the Federation.

Full Signature

Encl:

- a. Original tender paper cost Money Receipt/ Bank draft for Rs.560/-
- b. Original Bank Draft for EMD.
- c. Proof of insulation of the vehicle.
- d. Fitness certificate of the vehicle.
- e. Insurance of the vehicle.
- f. R.C. Book of the Vehicle.
- g. Others (as requirement for Eligibility Criteria)

(Full Signature of Tenderer)

Name:

Place

Mob

UNDERTAKING

I do hereby undertake that I will engage good running insulated and required carrying capacity vehicle / new vehicle as specified in the tender document within the time schedule to be given to me by OMFED Authority.

I also agree to acknowledge the work order, execute the agreement and deploy the vehicle in your dairy.

I have no objection for termination of contract/ offer and forfeiture my EMD including blacklisting me, if failed to carry out the mandated requirement as mentioned above.

Signature of Bidder
Name & Address with date

UNDERTAKING

I do hereby undertake that I will not claim any hike in transportation charges for the allotted route during the tender contract period if selected as L₁ bidder.

Signature of Bidder
Name & Address with date

UNDERTAKING

I do hereby undertake that I will make proper insulation of my vehicle within 30 days from the date of confirmation, if selected as L₁ bidder for the route, applied for.

Signature of Bidder
Name & Address with date

Self Declaration

I do hereby declare that I have not black listed in any manner anywhere in India. This is submitted before OMFED Authority for participating in transport tender.

During the contract period, if any allegation & proof of blacklisting received from any Authority, then my contract/ offer may be terminated in which I have no objection.

Signature of Bidder
Name & Address with date

(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 _____ (Balasore) 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 _____ 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 of M.T of milk with equivalent no. of crates (one crate carries 10 ltrs. (1.03 kg.) 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 Kilo Meter or Trip under the terms and conditions mentioned hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

01. This agreement is valid for a period of 03 (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.

(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 _____(Balasore) i.e. Rs...../- (Rupees.....only) per liter which will increase or decrease Pro rata basis on every change of retail diesel price at _____ Dairy . 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 _____ the consumption of diesel for different carrying capacity of the vehicle will be considered as below.

Carrying capacity of vehicle (insulated) (MT)	Certified Kilo Meter per Ltr. of diesel
<700	25
701 TO 1000	18
1001 TO 1200	12
1201 TO 1500	10
1501 TO 2200	9
2201 TO 2700	8
2701 TO 3000	7
3001 TO 3500	6
>3500	5

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

Ex: The basis of calculation for change in transportation rate due to hike in diesel price for 2700 ltr insulated vehicle is as below.

Route length/8 Km x hike of diesel rate + Quoted Price = Revised Transportation Cost

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 concern Dairy.

(b) The Tender running km. is the tentative km. In case the running km increase /decrease then cost of fuel excess consumed / less consumed shall be reimbursed/ deducted on the quoted price. The calculation is as below. The route length can be verified by the route In-charge (RIC) or other designated offices from time to time.

Excess km plied

x Rate of diesel

Fuel consumption per lit.

(c) The Transporter shall not claim any hike in transportation rate during the tender contract period.

02. 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 based on prevailing rate offered by the Federation as mentioned herein.
03. 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 staffs deployed by him are well versed with the provisions of the OMV Act as well as road traffic.
04. Complete **Branding** of the engaged vehicle need to be made by the selected bidders at their own cost as per the specification of Omfed before engagement of the vehicle. (Branding design will be provided by OMFED).
05. 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.
06. 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.
07. 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 within 07 days (by 22nd) & the bill for 16th to 30/31st day within 07 days (by 7th) of the next month so that the bills of all the transporters are processed in time . The bill should be submitted along with a certificate from the Route/Marketing –in-charge in the prescribed format. The bill from 1st to 15th shall be paid within 30th of the month and 16th to 31st shall be paid by 15th of subsequent 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 S/B account as fund transfer.
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 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.
09. Quarterly inspection of Transporters' vehicle insulation shall be conducted by the Committee (consisting of Marketing In charge, Quality Control in charge, Production In charge & Transport In Charge of the concerned Dairy) to confirm proper insulation including the carrier floor. In case of any damages / shortcomings, the transporter shall be allowed maximum of 15 days from the date of intimation for undertaking the repair of the insulation, and deploying back the vehicle in his respective route. In case of failing to repair the insulation within 15 days, 90% of the transporters subsequent bills shall be paid, till his intimation of repair of insulation of the vehicle to the Plant Manager, and subsequent verification report produced by the above Committee to the Plant Manager.
10. In case of exigency like break down/ repair of the insulated vehicle maximum 7 days time will be allowed for placement of non insulated vehicle, for which transporter shall be paid 90% of the transporter's subsequent bills. In case the transporter does not deploy insulated vehicle even after 30 days of break down, OMFED reserves the right to cancel the contract/ order & engage insulated vehicle of other transporter in the said route through limited/short tender for ensuring supply of good quality milk & milk products to customers.
11. Either party shall have the right to terminate this agreement by giving at least 3 (Three) months prior notice in writing. Since Omfed has been declared as Essential Public Utility Service, in the interest of the Public, by the State Govt, Transporters can disengage their vehicle only after serving three 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.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. The transporter's vehicle shall report at dairy dock as per the loading and unloading schedule of the vehicle and shall take the load of Milk/other products as per Delivery Challan/Invoice from the delivery/loading point (i.e. dairy dock) after proper counting.
18. The transporter's vehicle has to 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 park inside the Plant premises before or after the loading/unloading excepting time required for the purpose.
19. 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.
20. The transporter shall arrange to load the milk / milk products, by proper checking of the leaky / damaged packets thoroughly at Dairy Dock. After departure of the vehicle from Dairy OMFED will be no way responsible for any leaky / damaged packets.
21. The transporter shall return the duly filled in & acknowledged Truck Sheets (from agents / retailers) 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:
 - a. For Crate : Actual Landing cost of the Crate
 - b. For lost/damaged products : Retail price of the product
 - c. For non delivery of Milk : 10% penalty of the Retail price
22. On the basis of the filled in & acknowledged Truck Sheets (from agents / retailers) handed over by the transporters at the dairy, in case it is found that any agent/retailer has received quantity (milk / milk products) less than the quantity mentioned in the trucksheet or in case of written complaint from the agent / retailer regarding short supply of milk / milk products, the quantity of milk / milk product short supplied shall be recovered from the transporters bill at the retailer price, and credited to the complaining agent / retailer.
23. The transporter shall make transit insurance at its own cost for the goods transported & distributed by him/her.
24. 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.

25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. The Transporter shall deposit DD/Po or duly pledged NSC/KVP/Fixed Deposit in favour of OMFED as Security Deposit which will be refundable within 45 days after the termination of the agreement and on claim by the transporter.
31. 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 _____(Dairy name corresponding City) 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

THE ORISSA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LTD.

Full Name: _____

Address _____

Telephone No.:

In the presence of:

In the presence of:

1. _____

2. _____

