



TENDER DOCUMENT

FOR

**HIRING OF TRUCKS FOR LONG DISTANCE TRANSPORTATION
OF MATERIALS & INSULATED VEHICLES FOR
TRANSPORTATION OF MILK AND MILK PRODUCTS**

Cost of Tender Document-(Tender Cost+12% GST)Rs1120.00

Submission of filled in
Tender Documents
by **02.00 P.M. on 22.06.2020**

Name of the Tenderer:

Opening of both Techno-Commercial Bid
on **22.06.2020 at 03.00 P.M.**
At OMFED Corporate Office,
D-2, Sahid nagar, Bhubaneswar.

Address: _____

Telephone No: _____

Fax No: _____

E-Mail No.:

THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD.
D-2, SAHID NAGAR, BHUBANESWAR- 751 007
PHONE: 0674 – 2546030/ 2546121/2540417 FAX NO: 0674 - 2540974

TENDER NOTICE

Sealed tender are invited from the registered transporter for hiring of trucks for transportation of materials like SMP(Skimmed Milk Powder) (**Part-I**) and Insulated Trucks for transportation of Milk and milk products (**Part-II**) from various OMFED Dairies to different location outside the State or vice versa .The tender document can be downloaded from our web site www.omfed.com and submit the same with the tender cost of Rs.1120.00 (Rupees one thousand one hundred twenty only) & required EMD amount as mentioned at tender paper latest by **22.06.2020** by 02.00 P.M. The Techno-Commercial bid shall be opened in presence of interested bidders on **22.06.2020** at 03.00 P.M. at OMFED Corporate Office, D-2, Sahid Nagar, Bhubaneswar – 751 007. After opening of the Techno-Commercial bid, the intimation shall be given to successful L1 bidder, immediately to engage vehicle for above purpose. For details please visit our website **www.omfed.com**.

The offer documents with all supporting documents shall be e-mailed to **etender@omfed.com**

Any corrigendum, updates etc. relating to this advertisement will be published only in our web site and not in any other media including newspaper.

The Federation reserves the right to reject any or all the tenders without assigning any reason thereof.

In-Charge (MM)

PART-I

DETAIL OF TENDER FOR HIRING OF TRUCKS FOR TRANSPORTATION OF MATERIALS.

Description of the Job and instruction to the bidders.

Sealed tender are invited from the registered transporter for hiring of trucks for transportation of materials like SMP(Skimmed Milk Powder) from various OMFED Dairies to different location and outside the State or vice versa for the period from June 2020 to December 2020.

Sl No	Description of job	From	To
01	Transportation of Skimmed Milk Powder	Different Location of Outside Dairies	Different Dairies of Omfed i.e Bhubaneswar/Rourkela/ Sambalpur/ Balasore/Angul/ Dhenkanal/Salapada/ Keonjhar/Berhampur/Bhawanipatna Jeypore

Scope of the Bidder

- a) Placement of vehicle in consultation with officer of the concerned Dairy .
- b) Coordination for E-way bill and other documents.
- c) Handing over all the documents to the driver before departure of the vehicle to avoid any dispute at the check post.
- d) Materials to be returned in as is condition at the time of receipt.
- e) The Transit Insurance Policy number may be noted on the consignment note.
- f) In case of accident the transporter has to make alternate arrangement to sent materials to designated destination.

Scanned copies of documents to be attached with the Technical Bid.

- a) Copy of valid/up-dated RC Book, Fitness Certificate, Insurance, Inter-state permit in respect of the vehicles to be provided on hire basis.
- b) Credential if any.
- c) Photocopy of PAN & GST.
- d) Declaration of firm for not blacklisted by any Party or Dairy.
- e) Cost of EMD & tender cost (UTR No. details).
- f) Bank Details of OMFED (Name of the Bank: Indian Bank, Kharavel Nagar, Bhubaneswar, Account No.922440376, IFSC Code- IDIB000K157)

Scan copies of documents to be attached in the Commercial Bid.

- a) Commercial bid document as per format enclosed.

INFORMATION TO BE FURNISHED BY BIDDER

01. Name of the Transport Company:
02. Registration No.
03. Tender Cost: Rs. _____ (Rupees _____) (To be remitted through RTGS)
04. E.M.D: Rs.1, 00,000.00 (Rupees one lakh only) .(To be remitted through RTGS)
05. Reference of the Branch Office if any in Bhubaneswar:
 - (a) Name of the Contact Person:
 - (b) Telephone No:
 - (c) E.mail ID:
06. List of the Institutional customer: (List to be enclosed)
07. GST Registration No.:
08. TIN No:
09. Up-to-date Income Tax Return.: Financial year 2018-19

: GENERAL TERMS & CONDITIONS:

- (A) The period of contract shall be from June 2020 to December 2020 & it can be extended as per requirement.
- (B) Since destinations would vary from time to time the interested transporter may quote the rate for the following:
 - Rate per K.M/MT
 - (i) In 16 MT Capacity vehicle
 - (ii) In 20 MT Capacity vehicle
- (C) As per the requirement the work order shall be placed to the successful bidder and in the work order the details of the lifting points and delivery points, person to be contacted with telephone no., delivery period shall be mentioned. On receipt of the Work Order the bidder has to carry out the job within the specified time.

Other than the States mentioned above if it becomes necessary to transport the materials from the other locations mentioned in the tender documents then the Work Order shall be placed to the qualified bidder .

- (D) For any dispute the decision of the Managing Director shall be final and binding.
- (E) The legal dispute if arises shall be settled in the Court of Bhubaneswar, Odisha only.

(F) The bidder has to remit the EMD and tender cost through RTGS- Bank Details of OMFED (Name of the Bank: Indian Bank, Kharavel Nagar, Bhubaneswar, Account No.922440376, IFSC Code-IDIB000K157)

Other Terms & Conditions:

- a) Offer should be valid for a period June 2020 to December 2020 & it can be extended as per requirement .
- b) The bidder has to declare on blacklisted by any party or Dairy .
- c) All payments are subject to deduction of statutory dues as applicable.
- d) Penalty shall be imposed as decided by the Management for delay in lifting/delivery at the destination point beyond the reasonable time limit.
- e) Cost of material shall be recovered from the pending dues in case of damage/pilferage/theft.
- f) Payment shall be released within 15 days from the receipt of claim/bill along with other required documents through RTGS.
- g) The rate to be quoted towards hiring charges on per KM basis for different vehicles separately.
- h) The hiring charges shall be calculated on the basis of the Log book reading to be maintained by the vehicle Driver and duly certified by concerned officials .
- i) The rate quoted should be based upon prevailing diesel price applicable and shall be revised on pro-rate basis as and when the same is revised by the appropriate authority.
- j) No Detention charges shall be paid at any cost.
- k) All the above stated terms & conditions shall be applicable on reporting of the vehicles with the Driver possessing valid HMTV driving license at concerned Dairies till release of the vehicles from the Dairy.
- l) The offered price shall be on Present diesel price.
- m) Tollgate charge if any, will be reimbursed on production of documents.
- n) The vehicle should travel through shortest route from point to point.
- o) Details of cost of Tender Paper & EMD (with UTR No.)

COMMERCIAL BID

Sl No	Capacity of vehicles(MT)	Rate per MT, per KM(Rs.)	Remark
1	16Mt		
2	20Mt		
3	25Mt		
4	30MT		

Bhubaneswar Diesel Price @ Rs. _____ dated _____

01. GST %: __Rs. _____

02. The transportation rate will be change on increase/decrease in diesel price considering the diesel price on the date of lifting of materials.

03. The loading charges of the material at lifting point shall be at bidders account and unloading charge of the Materials shall be to Omfed account.

04. Our term of payment within 15 days of safe delivery of material in different points shall be binding. The term of payment shall be through NEFT/RTGS.

05. The transit Insurance coverage shall be arranged by Omfed but the bidder has to take utmost care for safe delivery of the material at the specified destinations.

DECLARATION

Certified that the information furnished above are true to our knowledge and belief. If any information later is found to be incorrect then I shall not have any objection on cancellation of the contract/order and forfeiture of the EMD.

Date:

Seal and Signature of the Bidder

Name & Address of the Bidder

PART-II

TENDER FOR ENGAGEMENT OF INSULATED VEHICLES FOR TRANSPORTATION OF MILK & MILK PRODUCTS.

Description of the Job and instruction to the bidders.

Sealed Tenders are invited for engagement of insulated vehicles at different dairies of Omfed from the transporters, vehicle owners, transport agencies for transportation & distribution of OMFED milk and milk products for the period of one year.

- i) The rate quoted should be per Kilo Meter basis. (Inclusive of toll gate / parking fee if any)
- ii) The vehicle has to distribute Milk & Milk products and other allied products in different distribution points which may increase from time to time.

GENERAL TERMS & CONDITIONS

- A. The tender documents can also be downloaded from our website www.omfed.com In such case the cost of Tender documents must be remit through RTGS. Bank Details of OMFED (Name of the Bank: Indian Bank, Kharavel Nagar, Bhubaneswar, Account No.922440376, IFSC Code- IDIB000K157.
- B. The loading and unloading at Dairy Dock and distribution point is at transporter risk and cost.
- C. The rate quoted should be rate per Kilo Meter basis for insulated vehicles. The transporters has to submit photocopy of the documents of Fitness, Insurance, R.C.Book of the vehicle and proof of insulation of the vehicle._
- D. Earnest Money Deposit (E.M.D): Rs. 10,000/- to be remit for each route through RTGS. Bank Details of OMFED (Name of the Bank: Indian Bank, Kharavel Nagar, Bhubaneswar, Account No.922440376, IFSC Code- IDIB000K157.
- E. The transporter shall have to comply the statutory requirement in respect of men and machine (vehicles) deployed by him for performance of the contract as provided under various Acts and rules like ESL,EPF, Factory Act minimum wages Act and OMV Act. & have insurance and ensure that staff deployed by him are well versed with the provisions of the OMV Act as well as road traffic.
- F. The selected successful bidders have to deposit Security amount of Rs.10,000/- in shape of DD/NSC/KVP duly pledged in favour of OMFED. Same shall be refunded to the transporter on written request after satisfactory completion of contract.
- G. The last date for submit the tender paper is up to 14.00 Hrs. dtd.22.06.2020. The tender will be opened on same day at 15.00 Hrs.

- H. 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.
- I. The transporter vehicle staff has to collect cash from the enroute and to deposit the same with our concern Marketing Incharge/ Route Incharge.
- J. For change in retail diesel price effective at Bhubaneswar, 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.
1500 /2000 Ltr.	12 km.
2700Ltr.	08km.

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.

Route length x hike of diesel rate + Quoted T.C. = Revised T.C.

8 Km.

Ex – $\frac{50}{8} \times \text{Rs.}2/- = \text{Rs.}12.50$

8km

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

Effective Date- Immediately from the date of Change of HSD price.

K. The rate quoted per Kilo Meter shall be quoted as per the specified format enclosed.

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

L. The bidder has to submit scan copy of full set of Tender Documents duly signed in each paper of Tender Document.

M. For any dispute the decision of the Managing Director shall be final and binding.

N. The legal dispute if arises shall be settled in the Court of Bhubaneswar, Odisha only.

O. In case of extra vehicle required the bidder has provide the vehicle at the tender accepted rate .

COMMERCIAL BID

SI No	Carrying capacity of insulated vehicle	Rate per KM for insulated vehicle	Remarks
1	1000 Ltr.		
2	1500 /2000 Ltr.		
3	2700Ltr.		
4	3600Ltr		

(As per Diesel Rate in the concerned dairy Rs. _____ / 1 Ltr.)

01. Cost of tender paper Rs.1120/00 deposited vide UTR NO.....Date.....
02. EMD of Rs.10,000.00 Deposited vide UTR No..... Date.....
03. With variation in diesel price I will accept the rate fixed by the federation.

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

Name _____

Address: _____

Tel No. _____

- Encl: 1. Detail of remittance of tender paper cost of Rs.1120.00
 2. Proof of insulation of the vehicle.
 3. Fitness certificate of the vehicle.
 4. Insurance of the vehicle.
 5. R.C. Book of the Vehicle.

(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 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. 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 therefore. For change in retail diesel price at Bhubaneswarr 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.
1000 lit.	18 km.
1500/2000 lit.	12km
2700 lit	08 km.

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

2. This agreement is valid for a period of 1 (one) year 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 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 Plant Manager/Head of Marketing Division and ensure that the service is not affected due to such accident.

7.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.

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 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.

13. 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.

14. 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.

15. 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.

16. 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, 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 : 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

17.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.

18.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.

19.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.

20.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.

21.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.

22.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.

23.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 DD/Pay Order /NSC/KVP/Fixed Deposit duly pledged in favour of “OMFED, Bhubaneswar” towards Security Deposit of Rs.10,000/- (Rupees ten thousand only) which will be refundable within 45 days after the termination of the agreement and on claim by the transporter.

25. In case of extra vehicle required the bidder has provide the vehicle at the tender accepted rate .

26.If the transporter violates any of the terms and conditions this Agreement will be terminated immediately and the Security will be forfeited pending finalization of bills. In case of any, dispute pertaining 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
Signature of the Transporter

for and on behalf of

Full Name:_____

Address_____

Telephone No.:

*THE ORISSA STATE COOPERATIVE
MILK PRODUCERS' FEDERATION LTD.*

In the presence of:

1. _____

2. _____

In the presence of:

1. _____

2. _____

