



THE ODISHA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED
D – 2, SAHID NAGAR, BHUBANESWAR – 751007
PHONE: 0674-2546121, 2540417

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

Cost of Tender Documents: – Rs.560.00
Including GST

Submission of fill in Tender Documents 10.30 Hrs to 14.00 Hrs on dtd.20.01.2022

Opening at 15.00 Hrs. dtd. 20.01.2022

At OMFED Bhawanipatna Dairy, Bhangabari, Bhawanipatna-766002

Tender Submitted for the _____ route.

Name of the Tenderer: _____

Address: _____

Telephone No.: _____

FAX No.: _____ E-Mail Id: _____

THE ODISHA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED
Bhawanipatna Dairy, Bhangabari, Bhawanipatna-766001
Mob-94376-33825



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TENDER NOTICE FOR ENGAGEMENT OF TRANSPORTER

OMFED invites sealed tender from transporters for transportation and distribution of 1000Ltr capacity of milk & milk product and other allied products of OMFED in Insulated vehicle for Bhawanipatna Dairy to Raygada market operational area on hire basis for a contract period of **3 years**.

Tender documents can be purchased from, OMFED, Bhawanipatna dairy, Bhangabari, Bhawanipatna – 766001 on any working days between **10.30 Hrs – 13.30 Hrs from 06.01.2022 to 20.01.2022 on payment of Rs. 560/- (Rupees Five Hundred Sixty only)** either in shape of Demand Draft drawn in favour of OMFED payable at Bhawanipatna or by crediting our bank account. The tender document can also be down loaded from our website www.omfed.com and submitted on the due date along with the tender paper cost of **Rs.560/-** in shape of Demand Draft.

Filled in tender document along with EMD amounting Rs.10,000/- should reach on **20.01.2022** from 10.30 Hrs to 14.00 Hrs and will be opened on the same day at 15.00 Hrs. at OMFED Bhawanipatna dairy, Bhangabari, Bhawanipatna–766001, in presence of the interested bidders. Tenders without EMD or incomplete in any manner shall not be accepted. For each route one tender document & EMD of Rs.10,000/- is to be deposited. EMD of the bidder those who will withdraw from the tender process or will not engage the vehicle after getting the work order in such cases the EMD will be forfeited. EMD to the unsuccessful bidders will be refunded on written application after completion of the tender process. The successful bidders having non-insulated vehicles will be given one month time from the date of our order to INSULATE the same as only insulated vehicle will be allowed to run in the routes.

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

Plant Manager

THE ODISHA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED
Bhawanipatna Dairy, Bhangabari, Bhawanipatna-766001
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DETAILS OF TENDER NOTICE FOR TRANSPORTATION OF MILK, MILK PRODUCTS & ALLIED PRODUCTS OF OMFED

A. Sealed Tenders are invited from the transporters, vehicle owners, transport agencies for transportation & distribution of OMFED Milk & Milk products and allied products in the following route of Bhawanipatna Dairy operational area for a period of Three years.

- i) The rate quoted should be per trip. (Exclusive of toll gate 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.

Details of operational route

Route SI No	Name of the Route	Carrying capacity in Kg of the insulated vehicle (excluding crates)	Approx. Route length in km. (Each Trip)	Reporting Time
1	Bhawanipatna to Raygada Via Bisam Katak	1000 Kg / Trip	300	10:00 PM

* - The vehicle has to carry milk with equivalent no. of crates (one crate carry 10 ltrs. of milk and weight of one crate is 1 Kg.).

- B. The tender documents can be obtained from OMFED Bhawanipatna dairy, Bhangabari, Bhawanipatna-766001 on payment of Rs.560/- (Rupees Five Hundred Sixty only) (Non-refundable) in cash or D.D. drawn in favour of OMFED payable at Bhawanipatna. The tender paper will be sold on any working days from **06.01.2022 to 20.01.2022 from 10.30 Hrs. to 13.30 Hrs.**
- C. The tender documents can also be downloaded from our website www.omfed.com. In such case the cost of Tender documents must be deposited in DD/Bankers Cheque/Bank Deposit Slip at OMFED Bhawanipatna dairy, Bhangabari, Bhawanipatna – 766001 before submission of tender or in shape of Demand Draft along with EMD. Our Bank Account is-

Bank & Branch	Name	Ac No	IFSC CODE
SBI, Bajar Branch Bhawanipatna	OMFED	33936509204	SBIN0006725

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- D. The loading and unloading at Dairy Dock and distribution point is at transporter risk and cost.
- E. The rate quoted should be per KM for insulated vehicles.
- F. Earnest Money Deposit (E.M.D): Rs. 10,000/- to be deposited for the above route in shape of Demand Draft in favour of OMFED payable at Bhawanipatna. No tender document shall be accepted without **E.M.D. of Rs. 10,000/-**.
- G. The selected successful tenders have to deposit Security in shape of DD/Bankers Cheque/ Account Transfer duly pledged in favour of OMFED, Bhawanipatna for Rs. 10,000/- or Convert the EMD to Security Deposit. The same will be refunded to the transporter on written request after satisfactory completion of contract.
- H. The last date for sale of Tender paper is up to **13.30 Hrs. dtd. 20.01.2022** and date for receipt of tender paper is 10.30 Hrs. to 14.00 Hrs. On dtd. **20.01.2022** the tender will be opened at 15.00 Hrs. at OMFED Bhawanipatna Dairy, Bhawanipatna.
- I. The sealed Tender must be super scribed on top of the envelope “**TENDER FOR TRANSPORTATION OF MILK & MILK PRODUCT**” and will be received at OMFED Bhawanipatna Dairy, Bhawanipatna.
- J. Acceptance of Tender: Tenders filled in all respect must be sent to OMFED Bhawanipatna Dairy, Bhawanipatna. – 766002 in person to reach within 14.00 Hrs. on **20.01.2022**. Incomplete tenders and tender received after specified time will not be accepted.
- K. 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.
- L. The bidder or the authorised representative to be present in the meeting & shall carry the letter head with them for spot communication if required during the discussion in the Tender meeting.
- M. The transporter vehicle staffs have to collect cash from the enrooted and to deposit the same with our concern Marketing in-charge/Route in-charge.
- N. For change in retail diesel price effective at Bhawanipatna, the consumption of diesel for different carrying capacity vehicle will be considered as below.

Carrying capacity of vehicle (insulated)	Fuel consumption per lit.
1000 Kg	18 km.
1600 Kg	10 km.
2500 Kg	08 km.



Illustrated example

Approved based rate during diesel rate Rs 60/- is Rs 10.00/Km. Hike in diesel price by Rs.2/-. For 2500 Kg insulated vehicle, calculation is as below.

New per Km rate = $10 + ((62-60)/8KMPL) = Rs.10.25/Km$

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

This will be over & above existing rate.

Effective Date- Immediately from the date of Change.

- O. The quoted price should be based on minimum wages one semi skilled and one unskilled as per the Govt. of Odisha Notification prevailing on the date of receipt of tender. On increase of minimum wages by Govt. of Odisha the quoted price per trip will be increased proportionately to 1/4th of tender quoted rate. Effective Date: – Effect shall be given from the next date of Change.

- P. While selecting transporters for different route, Omfed will give priority/weightage to the Parties belonging to the area of our operation/ route/ parties already involved in Omfed business in case of same rate quoted by different parties.

OMFED reserves the right to accept or reject any or all tender wholly / partly without assigning any reason thereof. Successful bidder has to provide Vehicle from 1st January 2022.

Plant Manager

**THE ODISHA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED
Bhawanipatna Dairy, Bhangabari, Bhawanipatna-766001
Mob-94376-33825**



THE ODISHA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED
D – 2, SAHID NAGAR, BHUBANESWAR – 751007

TENDER APPLICATION

To

Date: _____

The Plant Manager
Bhawanipatna Dairy
At Bhangabari
Post-Bhawanipatna Dist-
Kalahandi
PIN-766002.

Sub: - Tender for insulated transportation rate contract for Milk & Milk Product.

Dear Sir,

In reference to your tender published in _____ dt. _____
the following rate is quoted by me /us for carrying maximum **1000Kg.** of product / lit of
milk with equivalent no of crate. (weight of one crate is 1kg)

(As per Diesel Rate Rs. _____ ltr.)

Route	Milk/Product to be carried (kg or lit)	Rate per Kilo Meter for insulated vehicle	
		(In Rs.)/KM	(In words)

01.Cost of tender paper Rs.560.00 deposited vide M.R. No./D.D No. _____ 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 hereby agree to the terms & conditions stipulated by the Federation.

Full Signature

Encl.

01. Original Tender Paper Cost, Bank Receipt /Bank Draft for Rs. 560/- for each route separately.
02. Original Bank draft /BC for EMD for each route separately.
03. Photo copy of RC, Insurance, Road permit or any other legal documents complying RTO rules.
04. For new vehicle or in case of absence of any document, bidder has to give undertaking to submit the same before final engagement of transport vehicle.

Name: _____

Place _____ Mob _____

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(On selection, the Contractor to execute the following agreement on Non-Judicial Stamp Paper worth Rs.20)

DRAFT AGREEMENT

THIS AGREEMENT is made on thisday of at
Bhawanipatna
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 Odisha (hereinafter referred to as the **Federation**) which expression shall unless it be repugnant to the subject or context thereof, include its successors and assignees;

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 assignees).

AND

WHEREAS, The Federation is interested to hire transport vehicles of different carrying capacity for distribution of milk and other allied products from its Bhawanipatna 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 ltrs. 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 No.....
.....in 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 Bhawanipatna, i.e., Rs...../ (Rupees only per litre

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which will increase or decrease pro rata on every change of retail diesel price at Bhawanipatna. 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 Bhawanipatna 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 Kg	18 km
1600 Kg	10 Km
2500 Kg	08 Km

(b). The quoted price should be based on minimum wages of one semi skilled and one unskilled worker for 2500 litres carrying capacity vehicle or more and for less than 2500 litres vehicle one semi skilled and one unskilled as per the Govt. of Odisha Notification prevailing on the date of receipt of tender. On increase of minimum wages by Govt. of Odisha the quoted price per trip will be increased accordingly.

(c). Escalation / De-escalation will be given on quarterly basis. On account of change in price/rate of tyre, tube and Auto spare parts as per given formula.

Price escalation on for tyre, tube and Auto spares

$$PES = \frac{0.10 \times (WPI Sr - WPI Sb) \times R}{WPI Sb}$$

Where

PES - Rate of escalation/de-escalation on account of change in price of Tyre, Tube and Auto spares of vehicles.

WPI Sr - Average Wholesale Price index (WPI) of Tyre, Tubes and Auto parts of Reserve Bank of India bulletin for the quarters immediately preceding the month of the bill.

WPI Sb - Average Wholesale Price Index (WPI) of Tyre, Tubes and Auto parts of Reserve Bank of India bulletin quoted at the date of tender.

d - Awarded rate per trip.

2. This agreement is valid for a period of,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 sole discretion of the Federation.

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3. The Federation shall at any point of time make necessary change/rescheduling of the route allotted in favour of the transporter as mentioned herein keeping in view its business requirement and convenience. On such change/rescheduling of the route, the agreed freight shall change accordingly basing on prevailing rate offered by the Federation as mentioned herein.
4. The Transporter shall have to comply the statutory requirements in respect of men and machine (vehicles) deployed by him for performance of the contract as provided under various Acts and Rules like ESI, EPF, Factory Act and OMV Act, have insurance and ensure that staff deployed by him are well versed with the provisions of the OMV Act as well as road traffic.
5. The transporter shall intimate any change of staff and the vehicle whenever so necessitated either on instruction from the Federation side or due to business requirement of the transporter. The transporter shall also ensure that the statutory requirements under various Acts and Rules are complied while making such changes.
6. The Transporter will be fully responsible for the loss sustained or damage caused to men and materials of the Federation or third party by the vehicle or personnel deployed by the transporter and indemnify for such type of losses/damages. The transporter shall also arrange for immediate replacement of the vehicle in the event of accident of the vehicle deployed by him after intimating both orally and in writing to Head of Marketing Division and ensure that the service is not affected due to such accident.
7. The Transporter shall 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.

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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

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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 meet 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 use his vehicles during the validity of this agreement any objectionable contraband materials for its transport which is legally not permissible under any law in force and if such act is detected the Transporter will be held responsible and liable to pay any penalty if any and OMFED shall have no legal responsibility for such unauthorized act done by the Transporter. Commission of such act will attract cancellation of agreement by OMFED and recovery of loss and damages, if any, found due to such work.
21. 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.
22. The Transporter or its staffs will not involve directly or indirectly on strike individually or jointly to affect the business of OMFED in any manner. If such situation arises, the Transporter or his staff will be liable for the loss with penal action as per law including termination of contract.
23. The Transporter or its staff will be of good behaviour, good character and show voluntary

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cooperation with the assigned work with the staff of OMFED in discharge of their duty, will not create any unpleasant situation affecting the good will and reputation of Federation nor act in any manner prejudicial to the interest of the Federation and affecting its business.

- 24** In the event of either party failing to act in accordance with the terms and conditions of this agreement, the aggrieved party shall at the first instance try to settle the dispute mutually and amicably without affecting to the spirit of this agreement, failing such attempt, the same shall be referred to the Managing Director, OMFED by either of the party and the decision of M.D.,OMFED shall be final and binding.
- 25.**Either party shall have the right to terminate this agreement by giving at least 1(one) month prior notice in writing to the other.
- 26.**The Transporter shall deposit DD/Pay Order /NSC/KVP/Fixed Deposit duly pledged in favour of “OMFED, Bhawanipatna” 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.
- 27.**If the Transporter violates any of the terms and conditions, this Agreement will be terminated immediately and the Security Deposit will be entirely forfeited, pending finalisation of other bills, if any. In case of any dispute pertaining to this agreement, the jurisdiction of Civil Court at Bhawanipatna will apply.



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

BY THE TRANSPORTER
(For & on behalf of)

Signature of the Transporter

Full Name: _____

Address _____

Telephone No.: _____

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

In the presence of:

1. _____

2. _____

In the presence of:

1. _____

2. _____

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