



TENDER DOCUMENT

FOR

**RATE CONTRACT FOR THE TRANSPORTATION OF SMP & GHEE
FROM HAJIPUR, BIHAR TO OMTDC, JAGANNATHPUR, CUTTACK**

Cost of Tender Document-(Tender Cost+18% GST) Rs1180.00

Name of the Tenderer.....

Address.....

.....

.....

Telephone 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 CALL NOTICE

RATE CONTRACT FOR THE TRANSPORTATION OF SMP & GHEE FROM HAJIPUR, BIHAR TO OMTDC, JAGANNATHPUR, CUTTACK

OMFED invites Sealed Offer in “**Single Bid system**” from bonafide, experienced, resourceful, reputed Transporters, Transport Agencies/Truck Owners for transportation of SMP (Skimmed Milk Powder) & Ghee from Hajipur, Bihar to OMTDC, Jagannathpur, Cuttack in loading capacity vehicle of 25MT & 19MT.

The Bid document is available in the website: **www.omfed.com** from 10.00 AM of 22.06.2024 to 2.00 PM of 08.07.2024 & last date of bid submission at Omfed on 08.07.2024 at 02.00 PM. The Techno-Commercial bids shall be opened at 3.00 P.M of 08. 07.2024 at OMFED Corporate office in the presence of the interested bidders. Price bid of only those Bidder will be opened, who have qualified in the Technical Bid. All the Bids will be opened at OMFED Corporate Office, Bhubaneswar in the presence of the interested bidder.

Interested Bidders may visit our website **www.omfed.com** for other related information and details regarding further addendum, corrigendum etc. if any, which will only appear in the website and not in any other media including newspapers. The interested bidders may download the Tender document from the website and submit along with the Tender cost in shape of Demand Draft drawn in favour of OMFED payable at Bhubaneswar.

Omfed reserves the right to cancel the Tender wholly or partly without assigning any reason thereof.

Managing Director



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

Details of the Tender Notice & Schedule

1) OMFED invites Sealed Tenders in “**Single Bid system**” from bonafide, experienced, resourceful, reputed Transporters, Transport Agencies/Truck Owners for transportation of SMP (Skimmed Milk Powder) & Ghee from Hajipur, Bihar to OMTDC, Jagannathpur, Cuttack in loading capacity vehicle of 25MT & 19MT from the period of June 2024 to March 2025.

2) Tender Schedule: -

Cost of tender paper. (Rs.)	Date of Availability of Tender Document in OMFED website	Last Date of Submission of Bid (Technical & Financial).	Opening date of Techno Commercial Bid.
Rs 1000+18% GST =Rs 1,180.00 (In shape of separate Demand Draft favouring OMFED, payable at, Bhubaneswar)	<u>From:</u> 22.06.2024 on 10.00 A.M <u>To:</u> 08.07.2024 on 02.00 P.M	08.07.2024 on 02.00 P.M	08.07.2024 on 03.00 P.M

3) The tender paper cost / EMD in the form of DD in original issued from any Nationalized/ Scheduled bank in favour of OMFED payable at Bhubaneswar and all required documents as per page no.5 shall have to be deposited in sealed envelope along with technical bid within scheduled time at the OMFED Corporate office, Bhubaneswar, during working days. The bidders have to submit separate envelope for technical bid and commercial bid.

5) **The Techno-Commercial bids will be opened on 08.07.2024 (03.00 P.M) in the presence of applied bidders.**

7) Co-Operatives, Govt. bodies, NSIC and MSME registered firms are exempted from submitting required EMD.

8) Any corrigendum / Addendum will be published in the OMFED website.

9) The management reserves the right to cancel any or all bids without assigning any reason.

10) Legal disputes if any concerning of supplied product subject to Jurisdiction of such court as exercising civil jurisdiction of Bhubaneswar.

(SIGNATURE OF THE BIDDER)

ELIGIBILITY CRITERIA FOR QUALIFICATION

Bidders enclosed the followings below documents in Technical Bid document: -

- 1) **Tender Document Cost:** The Tender Document Cost is fixed at Rs 1,180.00 including GST.
- 2) **EMD** of Rs 2,00,000/- (Two Lakh) in the shape of DD in favour of OMFED payable at Bhubaneswar, which will be converted into security deposit in case of successful bidder.
- 3) **Turnover:** The average annual turnover of last years of the bidder should not be less than Rs. 20 Lakhs. Bidder has to submit the Chartered Accountant certified Turn Over statement for last three years i.e. F.Y 21-22 & 22-23.
- 4) **IT returns certificate:** IT Return certificate of last Two Years Financial Year F.Y 21-22 & 22-23.
- 5) The copy of GST registration & PAN certificate.
- 6) The Firm/ Company Registration certificate.
- 7) The bidder must have a minimum 03 to 05 nos of vehicles at his disposal with a carrying capacity of 19MT/25MT (own or arranged. If arranged must have NOC from the owner).
- 8) **Fitness & Vehicle Registration** of minimum 03 to 05 nos vehicles. The vehicle to be engaged must have valid fitness, Insurance, PUCC certificate. All drivers should have Valid DL.
- 9) **Sign with Seal:** The complete tender documents i.e. each page of the Tender document including all annexure (necessary required documents) should be duly signed with sealed.

(SIGNATURE OF THE BIDDER)

GENERAL TERMS AND CONDITIONS

- 1) Validity: The rate quoted by the Bidder shall remain valid from June 2424 to March 2025.
- 2) Price: Price stated in the Tender are firm and shall remain firm and linked only to diesel price on prorata basis.
- 3) The Transport Carrier has agreed to transport the SMP & GHEE from time to time.
- 4) The Transport Carriers undertake to transport the above product diligently, carefully and take all reasonable precautions to protect them from rain, storm, dust, quality deterioration and damage, and maintain product at the temperature specified in clause.
- 5) The Transport Carriers specifically undertake complete responsibility for the storage of the said products at the prescribed temperature specified in clause as long as they are entrusted to their safe custody, and accept liability for any damage either due to spoilage or otherwise to the said products entrusted to them.
- 6) The Transport Carriers undertake to protect the said product under the same conditions and be responsible for any damage to the said product even if there is any delay in unloading the consignment at the destination and even if in an exigency the consignment has to be diverted to a different destination or returned to the place where from it was dispatched.
- 7) The Transport Carriers are not permitted to carry other goods along with the Federation's product in view of the danger of the Federation's product getting tainted in colour, smell, taste, appearance or any other manner form contact or proximity to other goods.
- 8) The Transport Carrier shall comply with all reasonable requests and instructions made by the Federation which the Federation deems desirable and all equipment functioning as per specifications. If the Transport Carriers fail to provide a refrigerated van within the Federations specified time transit time period, The Federation reserves right to contact an alternate Transport Carrier to lift the consignment. In such cases, any loss incurs to Federation in dispatching the consignment, will be recovered from the Transport Carrier.
- 9) All responsibilities and risks inherent in the storage and transportation of the said products once entrusted to the Transport Carriers, including those arising from malfunctioning of the equipment, or acts of omission or commission by the Transport Carriers or their employees, or strikes by the employees of the Transport Carriers failure to observe any instruction given by the Federation or its representative will be on the account of The Transport Carriers.
- 10) If there has been any breach or default on the part of the Transport Carriers, the Transport Carriers will be liable for any damage to the Federation product entrusted to them and the Transport Carrier will be liable to pay the Federation the full value of the quantities of the product which is damaged while in their custody, irrespective of the nature or extent of the damage.

Signature of the Bidder

- 11) In case of any claim by the Federation on the Transport Carriers for loss, the Transport Carriers will be debited by the Federation at the cost price of butter. In addition, the Federation

will debit the Transport Carriers pro-rata freight charges on that consignment.

12) The Transport Carrier undertake to be responsible for the safe custody and transportation of the said product from the time the goods are handed over to their representative, their agents or servants till they are delivered to the respective destination (s) as directed by the Federation in the manner specified and / or varied from time to time and agreed upon between the Transport Carrier and the Federation.

13) Apart from the liability of the Transport Carriers as an entity, it will also be the liability of the proprietor/each of the partners, as the case may be (referred to as Constituents) to make good any claims arising out of loss, shortages, short delivery or non-delivery, late delivery or damage or destruction of the Federation goods for any reason whatsoever.

14) Rate for supplement km if any arise at the end of transport contract will be considered as per the lowest rate during the contract period of that vehicle.

15) The Federation will have the right to adopt any other mode of transportation and/or engage any other transporters / contractors or Transport Carriers or persons for the purpose of transporting the goods at such rates that the Company may think proper.

16) No claim will be lodged against the Federation by the Transport Carriers on the adequacy or otherwise of the transportation work given to the Transport Carriers.

17) As required under Section 194C of the Income Tax Act, income tax (TDS) will be deducted at source from freight charges payable on transportation contracts as per rules.

18) Either party to this contact may also terminate this agreement prematurely without giving any reason by giving the other side one-month advance notice. However, in case of poor performance of vehicles or any misconduct, Federation reserves the right to discontinue any such vehicle or all vehicles with immediate effect as per decision of management.

19) Termination of this contact howsoever caused or occurring shall be without prejudice to the rights of either party against the other accrued till the date of termination.

20) In the event of any dispute or difference arising between the parties to this Agreement touching any of the matters or things hereunder, whether such dispute or difference shall arise during the continuance of this contract or after the termination hereof, shall be referred to court at Bhubaneswar.

Signature of the Bidder

DOCUMENTATION: SHORTAGE / DAMAGES / ACCIDENT

- 1) The Transport Carrier shall comply with all the requirements that are requested by the consignee such as shortage/damage certificates and also comply with other formalities as will be necessary for filing claims for transit damages on Insurance Company under transit insurance policy, such as acknowledgment of claims notices providing FIR, Spot photographs, Spot survey etc.
- 2) In cases of shortages, breakages, damages or goods having been delivered in unsound conditions, Transport Carrier's representatives present at the time of delivery of consignment, will have to first acknowledge such shortages and damages by signing the Delivery Arrival Report prepared at the time of taking delivery of the consignment or acknowledged by branch on the CN cum DMR or acknowledged invoice.
- 3) A claim / damage notice covering the entire quantity and value of damages would then be served in duplicate on local/designated office of the carrier firm. The carrier firms would be required to return copies of such claim/ damage notices duly signed and rubber stamped by the authorized representative of the carrier firm in acknowledgment of damages, within 10 days from the date of serving such notice to the Transport Carrier. This is an essential requirement for filing claims for transit damages on insurance company under our transit insurance policy.
- 4) Please note that carrier firms would be required to acknowledge full quantity and value of damages. However, their liability will be limited, only to the extent of claims lodged but not settled by the Insurance Company.
- 5) In case of all Survey Claims, transport carrier will be required to issue a separate shortage/ damage certificate on their letter-head covering the entire quantity of damages as reported in the corresponding claim/damage notice served on them as referred above.
- 6) The Federation will cover the products under Transit Insurance Policy against risk of Accident and TPND (Theft / Pilferage and non-delivery) of consignment. Transit policy does not include the damage of goods due to failure of ref. Unit of vehicle during transit or till unloading of stocks.

ACCIDENT/ HEAVY DAMAGES ENROUTE:

In case of any accident and TPND to our consignment, the Transport Carrier should immediately report the matter to the nearest Police Station, simultaneously informing to Dy. Manager (MM), OMFED.

Signature of the Bidder

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CONSIGNMENT LOST IN TRANSIT:

When a consignment is lost in transit and not delivered to the consignee within a reasonable period of time, the responsibility for loss of such consignment would entirely lie on the transport carrier. The value of such loss to the Federation, shall be entirely payable by the transport carrier and shall be recovered out of the pending freight bills of the carrier, irrespective whether the Federation has insured the consignments against such loss or not. It would be entirely at the Federation’s discretion, whether to file a claim on Insurance Company for such loss or not. In other words, carriers would be fully responsible to make good such loss to the Federation.

PAYMENT OF FREIGHT BILLS:

- 1) The Transport Carrier will submit freight bills in duplicate to the consignee on trip basis fortnightly basis, on 1st and 16th of every month for the consignments delivered at the destinations as per the rates approved by Federation along with a summary of CMR.
- 2) Omfed shall make payment of these bills by account payee RTGS /NEFT within 30 days, from date of receipt of bills.

Performance Clause:

- 1) The vehicles and the drivers shall provide satisfactory service at all the times during the entire contract period as per the provisions of the contract. Failure to comply with the provisions of the tender document will be considered as unsatisfactory performance.
- 2) Contract may be terminated in case of prolonged/ frequent unsatisfactory service, breach of terms and conditions and non-compliance by the agency of the instructions given by OMFED officials. In case of termination of the contract, Performance Security deposited by the agency shall be forfeited.

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:

PRICE BID

Transport Rate Contract for Transportation of SMP & GHEE

As per diesel rate at Cuttack Rs...../Ltr on dt 22.06.2024

Place from Lifting	Basis of Rate	19 MT Vehicle	25 MT Vehicle
Patna Dairy Hajipur, Bihar	KM/MT		
Average Fuel Consumption per KM		3 KM/Ltr	3 KM/Ltr

(The quoted rates are inclusive of all charges of Tollgate & other Taxes etc.)

Bidders Name:

(Signature of the Bidder with Seal)