

**BOLANGIR-KALAHANDI-NUAPADA REGIONAL COOPERATIVE MILK  
PRODUCERS' UNION LTD.  
INSIDE-VETERINARY HOSPITAL CAMPUS, HATISALPADA, BOLANGIR -  
767001  
PHONE: 06652 - 231943, FAX: 06652 - 230334**

**TENDER NOTICE FOR ENGAGEMENT OF TRANSPORTER**

BKN Milk union invites sealed tender for ENGAGEMENT OF VEHICLES for a period of Two Years in the following Milk Procurement Route:

Sl. No	Name of the Route	Proposed Type & Capacity of Vehicle.	Approximate (to & fro) running Kilometer per Day
1	Tundla Milk Route	Tata Ace or Similar type of vehicle.	80 KM (Both Morning & Evening)
2	Muskuti -Pani munda Milk Route	Trolley tempo or Similar type of vehicle	70 KM (Morning)
3	Kuthurla -Saintala Milk route	Tata Ace or Similar type of vehicle	86 KM (Morning)
4	Kuthurla -Salepali Milk route	Tata Ace or Similar type of vehicle	66 KM (Evening)
5	Kuthurla -Rusuda Milk route	Tata Ace or Similar type of vehicle	97 KM (Morning)
6	Patnagarh-Chudapali Milk Route	Tata Ace or Similar type of vehicle	63 KM(Morning)
7	Patnagarh-Khaprakhol Milk Route	Tata Ace or Similar type of vehicle	62 KM(Morning)
8	Muribahal -Tikra pada Milk route	Tata Ace or Similar type of vehicle	90 KM (Morning)
9	Muribahl-Turekela Milk route	Tata Ace or Similar type of vehicle	140 KM (Morning)
10	Sinapali-Golamunda Milk Route	Trolley tempo or Similar type of vehicle	72 KM(Morning)

N.B The above KM may increase and decrease as per the requirement of the BKN Milk Union at any point of time and shall be intimated to the transporter.

Tender documents can be downloaded from our website [www.bknmilkunion.com](http://www.bknmilkunion.com) from Dt. 13.11.2018 to 30.11.2018 on payment of Rs. 200/- (Rupees Two hundred only) in shape of DD drawn in favour of **"BOLANGIR-KALAHANDI-NUAPADA REGIONAL COOPERATIVE MILK PRODUCERS' UNION LTD.BOLANGIR.** in such case of tender Paper shall have to be deposited in a separate Demand Draft along with Tender Document.

Filled in tender document along with EMD amounting Rs. 2,000/- should reach on or before Dt.30.11.2018 14.00 Hrs and will be opened on the same day at 15.00 Hrs. at BKN Milk Union office in presence of the interested bidders. Tenders without EMD or incomplete in any manner shall not be accepted. BKN Milk Union reserves the right to accept or reject any all tenders without assigning any reason thereof.

General Manager

Memo No..... Dt.12.11.2018

C.C. to

1. Notice Board, Kuthurla BMC/Patnagarh BMC/Muribahal/Tundla  
BMC/Sinapali/Head Office.

General Manager

**BOLANGIR-KALAHANDI-NUAPADA REGIONAL COOPERATIVE MILK  
PRODUCERS' UNION LTD.  
INSIDE-VETERINARY HOSPITAL CAMPUS , HATISALPADA , BOLANGIR -  
767001  
PHONE: 06652 - 231943, FAX: 06652 - 230334**

**TENDER FOR ENGAGEMENT OF VEHICLES  
FOR  
\_\_\_\_\_ MILK ROUTE**

*Cost of tender Documents - Rs. 200.00 for each*

**Submission of fill in Tender Documents  
By 14.00 Hrs Date: 30.11.2018**

**Opening at 15.00 Hrs. Date: 30.11.2018  
at MILK UNION OFFICE AT ABOVE ADDRESS**

Name of the Tendered:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_  
-  
\_\_\_\_\_  
-  
Telephone

No:

\_\_\_\_\_  
Mobile No:

\_\_\_\_\_  
E-mail Id:

**BOLANGIR-KALAHANDI-NUAPADA REGIONAL COOPERATIVE MILK  
PRODUCERS' UNION LTD.  
INSIDE-VETERINARY HOSPITAL CAMPUS, HATISALPADA, BOLANGIR -  
767001  
PHONE: 06652 - 231943, FAX: 06652 - 230334**

**DETAILS OF TENDER NOTICE**

Sealed Tenders are invited from benefited, experienced and resourceful transporter, vehicle owners, and transport agencies for engagement of Vehicle for a period of Two year in following Milk Procurement Route:

Sl. No.	Name of the Route	Proposed Type & Capacity of Vehicle.	Approximate (to & fro) running Kilometer per Day
1	Tundla Milk Route	Tata Ace or Similar type of vehicle.	80 KM (Both Morning & Evening)
2	Muskuti -Pani munda Milk Route	Trolley tempo or Similar type of vehicle	70 KM (Morning)
3	Kuthurla -Saintala Milk route	Tata Ace or Similar type of vehicle	86 KM (Morning)
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10	Sinapali-Golamunda Milk Route	Trolley tempo or Similar type of vehicle	72 KM(Morning)
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N.B. The above KM may increase and decrease as per the requirement of the requirement of the BKN Milk Union at any point of time and shall be intimated to the transporter.

- i) The rate quoted should be per KM basis.
  - ii) Conditions for transportation of Milk from Dairy Co - op. Societies (DCS) in the Milk procurement route through 40 liters. Capacity Aluminum/Stainless Steel/Plastic milk can.
- A. The tender documents can be obtained from BKN Milk Union office from above address on payment of Rs. 200/- (Rupees Two Hundred only)(Non - refundable) for each route in DD drawn in favour of "Bolangir-Kalahandi-Nuapada Regional Co - op. Milk Producers" Union Ltd" payable at Bolangir. Tender Document can be downloaded from website [www.bknmilkunion.com](http://www.bknmilkunion.com) and incase cost of Tender Paper shall have to be deposited in a separate Demand Draft along with Tender Document.
  - B. Milk is a highly perishable commodity. Therefore the transporter should be carefully for timely play of Vehicle should reach in time fixed by BKN Milk Union during different season both Morning & Evening and collect Milk Can from all DCS of the route.
  - C. Due to delay/negligence of the transporter, if the milk of DCS get Curdled/ Sour or any loss comes to the Bolangir Milk Union account of lost or shortage of Milk Can/ Milk/Cattle feed/Medicine/MTE/etc the cost shall be recovered from the transporter bill.
  - D. Other material of any type except of BKN Milk Union should not be loaded in the vehicle either during its journey with milk or its reporting journey. The transporter must see that any material from the Bulk Cooled (BMC)/ Milk Chilling Plant (MCP/ Dairy Plant is not shifted outside unauthorized in his vehicle without proper document, for which, cost recovery will be made, penalty will be imposed & even such activity may call for dis - engagement of his vehicle & forfeiture of his Security Money.
  - E. The number of DCS in the route as the distance of the route may increase or decrease due to increase or decrease of DCS in the route or due change made in the
  - F. The transporter will collect and load the Milk Can of various DCS in its Vehicle and give delivery of the same at Bulk Milk Cooler (BMC)/ Milk Chilling Plant (MCP)/Dairy Plants the case may be per the milk route in time. The transporter will also carry empty Milk Can after wash from BMC/MCP/Dairy Plant to DCS and give delivery of the same.

- G. The party has to provide required number of Vehicle as per the requirement of BKN Milk Union as and when required. Prior intimation shall be given by BKN Milk Union for requirement of Vehicle indicating date & time of placement & place of movement of Vehicle.
- H. The rate quoted should be per KM basis which inclusive of salary, wages of Driver, Helper HSD, Fuel & lubricant, Taxes, Duties, Tool fees, Insurance repair & maintenance etc.

Earnest Money Deposit (E.M.D) Rs.2.000/ for each route to be deposited in shape of Demand Draft in favor of "BOLANGIR-KALAHANDI-NUAPADA REGIONAL COOPERATIVE MILK PRODUCERS' UNION LTD.

A. , No tender document shall be accepted without E.M.D.

B. The selected successful tenders have to maintain Security Deposit Rs. 10.000.00 with BKN Milk Union. further security deposit of Rs. 1,000.00 per month shall be deducted from the transporter bill and shall be refunded to the transporter on written request as per his requirement or after satisfactory completion of contract.

C. The last date for sale of Tender paper is up to 13.30 Hrs. dtd. 30.11.2018 and last date for receipt of tender paper is up to 14.00 Hrs. dtd. 30.11.2018 the tenders will be opened at 15.00 Hrs. on the same day at BKN Regional co-operative Milk Union office at above address.

D. The sealed Tender must be superscriber on top of the envelope "TENDER FOR HIRE VEHICLE.....Route" and will be received at BKN Milk Union above office only.

E. Acceptance of Tender: Tenders filled in all respect must be sent to BKN Milk Union by Regd. Post / Courier to reach within 14.00 Hrs. On DT. 30.11.2018 Incomplete tenders and tender received after specified time will not be accepted.

F. The BKN Milk Union 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 proportionately.

G. The bidder or the authorized 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.

H. The Transporter should have valid Permanent Account Number (PAN Card) from Income Tax authority.

- I. As per the rules of the BKN Milk Union, the transporter will have to submit his bill in triplicate for 1<sup>st</sup> to 30<sup>th</sup> day of a month on by 1<sup>st</sup> day of the next month so that the bills of all the transporters are processed at a time. The bill should be submitted along with a certificate from the route - in - charge & Unit In - charge in the prescribed format. The bills shall be paid within 7 days of submission after deduction of Income tax, any recovery & Penalties if any through Vehicle & Vehicle Regd. Number etc, as per our prescribed format.
- J. I transporter will have to make painting of OMFED logo on the body of the vehicle as per color and design specified by us.
- K. Along with the Tender document the Transporter should produce copies of Vehicle Registration Certificate/card, Tax Receipt (In case deposited every year), Fitness, Road Permit, Insurance & Drivers Driving License (To drive Transport Vehicle).
- L. It's the duty and responsibility of Transporter to get the required statutory documentation as at "R" renewed before its expiry and submits the copies of the same to the Milk Union without fail.

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

General Manager

**BOLANGIR-KALAHANDI-NUAPADA REGIONAL COOPERATIVE MILK  
PRODUCERS' UNION LTD.**

**Inside Veterinary Hospital Campus, Hatisal Pada, Bolangir - 767001  
PHONE: 06652 - 231943, FAX: 06652 - 230334**

**TENDER APPLICATION**

To

General Manager  
Bolangir-Kalahandi-Nuapada Regional Co - op. Milk Producers'  
UnionLtd,  
Bolangir

**Sub: - Tender for Hire Vehicle**

Dear Sir,

In reference to your tender publisher in \_\_\_\_\_  
dt \_\_\_\_\_ the following rate is quoted by me / us for engagement of  
my/ our \_\_\_\_\_ Vehicle.

Rs. \_\_\_\_\_/Lts.) (As per Diesel Rate

Name of the Route	Type of Vehicle & Regd. No.	Rate per KM/Per bags	
		(In Rs.)	(In words)




1. Cost of tender paper Rs. 200.00 deposited vide D.D No. \_\_\_\_\_ Dtd \_\_\_\_\_.
2. EMD \_\_\_\_\_ of Rs. \_\_\_\_\_ deposited vide D.D No. \_\_\_\_\_ dtd \_\_\_\_\_ Of \_\_\_\_\_ Bank.
3. With variation in diesel price I will accept the rate fixed by the BKN Milk Union.
4. 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 abided the terms & conditions stipulated by the BKN Milk Union.

Full Signature

Encl.

1. Original Tender Paper & Bank Draft for Rs. 200.00
2. Original Bank draft for EMD of Rs. 2.000.00
3. Xerox copy of the valid R.C. Book, Insurance, Fitness, Road Permit, and Tax deposited receipt & Driving License of Driving Transport Vehicle etc.
4. Xerox copy of the PAN Card & Voter Identity Card.

Name of the Tendered:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel.

No.

\_\_\_\_\_

## **DRAFT AGREEMENT**

THIS AGREEMENT is made on this day of .....at Bolangir between (1) **“The Bolangir-Kalahandi-Nuapada Regional Milk Producers’ Union Ltd”** a central Co - operative Body registered under the Co - operative Societies Act1963 (under Act No.2) Vide Regd. No. II-905-02-2006-OMFED dated 9.3.2006 and having its registered office at Inside -Veterinary Hospital Campus , Hatisal Pada , Bolangir, ODISHA (hereinafter referred to as the **BKN Milk Union**), (which expression shall unless it be repugnant to 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 BKN Milk Union is interested to hire transport vehicles of different carrying capacity for engagement of Vehicle in the Milk Route namely

\_\_\_\_\_.

**AND WEEREAS,** The Transporter is agreed to provide and operate his vehicle. Model..... With carrying capacity ..... M. T. for above purpose at ..... of the BKN Milk Union in consideration of to n and fro Charges ® Rs ..... /-(Rupees ..... Only) per KM 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 BKN Milk Union at any time at the freight rate indicated above linked with current diesel price at will increase or decrease prorata on every change of retail diesel price at Bolangir. 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.
2. This agreement is valid for a period of ..... And ..... Commencing from ..... Subject to the transporter abiding by the terms of the contract. The agreement period shall be extender or reduced as per the discretion of the BKN Milk Union.
3. The BKN Milk Union shall at any point of time make necessary / rescheduling of the route allotted in favour of the transporter as mentioned herein keeping in time 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 BKN Milk Union 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 EPI, EPF, Factory Act, OMV Act, Income Tax Act etc and have insurance and ensure that staff deployed by him are well versed with the provision of the OMC Act as well road traffic
5. Transporter will have to make painting of OMFED logo on the body of the vehicle as per color and design specified by us.
6. The transporter shall intimate any change of staff and the vehicle whenever so necessitated either on instruction from the BKN Milk Union side or due to business requirement of the transporter. The transporter shall also ensure that the statutory requirements under various Acts and Rules are complied while making such changes.
7. The Transporter will be fully responsible for the loss sustained or damage caused to men and materials of the BKN Milk Union 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 orally and in writing to Officials of BKN Milk Union and ensure that the service is not affected due to such accident.

8. The Transporter shall lodge claim seven days of the billing period, which will be settled by the BKN Milk Union subject to deduction of any tax at source, Security, recovery for any loss or damage required to be deducted by the BKN Milk Union under income Tax Act, 1961 or other act Rules time being in force.
9. The Transporter shall engage the vehicle in good running and road worthy condition. The vehicle staff deployed by the transporter should possess adequate knowledge on prevailing rule & regulation applicable for operation of transport vehicles. The transport shall ensure that the vehicle staffs are well mannered and courteous in their approach. There shall be no employer and employee relationship between in the BKN Milk Union, Transporter and/or its staff. The Transporter shall provide the identity of the staff to be engaged beforehand to BKN Milk Union.
10. It's the duty and responsibility of Transporter to get all statutory required documentation i.e. Vehicles, Registration Certificate / card, Tax Receipt (In case deposited every year ), Fitness, Road Permit, Insurance & Drivers Driving License (To drive Transport Vehicle) Etc renewed before its expiry and submit the copies of the same to the Milk Union without fail.
11. 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 BKN Milk Union 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 be 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.
12. The BKN Milk Union shall debar the transporter and its staff from entering into the operation area/ premises of the BKN Milk Union 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 BKN Milk Union.
13. The BKN Milk Union shall recover the cost of losses and damages caused/ sustained arising out of such type of above mentioned activities besides penalty claims of the transporter.
14. The Transporter shall carry the Milk, Milk Can, cattle feed, Medicine, MTE, letters, documents, cash etc, of the BKN Milk Union from the instruction of the BKN Milk Union or any authorized official of the BKN Milk Union in the specified route with due acknowledgement.
15. The BKN Milk Union shall have absolute right to check the vehicle at time during the process of transportation/ loading either through its designated officials/ securities and impose penalty in the event of detection of fraudulent which may lead to imposition of penalty / termination/ cancellation of the agreement as will be decided by the BKN Milk Union.

16. Any loss or damage caused to the BKN Milk Union or 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 events of any loss of containers and products are s under.

17. The transporters vehicles shall report in the Milk route. In case of delay for the reasons whatsoever, the BKN Milk Union 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 BKN Milk Union shall recover the loss sustained if any loss by way of penalty imposed by the transporter in view of delay in delivery or non - delivery of materials.

19. The Transporters shall not his vehicles for any other activities like transportation of materials other than that of the BKN Milk Union or passengers while carrying goods of BKN Milk Union or returning en - route. Lf the transports is found engaged in such type of activities then the BKN Milk Union 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 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 BKN Milk Union in any manner. Lf such situation arises, the Transporter or his staff will be liable for the loss the with penal action as per law including termination of contract.

22. In the event of eater party failing to act 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 Arbitration and the Arbitrator is the General Manager, BKN Milk Union Ltd. By either party, the decision of Arbitrator - cm General, Manager, BKN Milk Union Ltd. shall be final.

23. Either party shall have the right to part from from this agreement by giving at least I (one) month prior notice notice in writing on other.

24. The Transporter shall maintain security Deposit of Rs. 10,000.00 with BKN Milk Union Further security deposit of Rs. 1,000.00 per month shall be deducted from the transporter bill and shall be refunded to the transporter on written request as per his requirement or after satisfactory completion of contract period.

25. If the transporter violates any of the terms and conditions this Agreement and detail tender Notice, the BKN Milk Union can terminate the contract and the Security

will be forfeited penciled pending finalization of bills. In case of any, dispute pertaining to this agreement the jurisdiction of Civil Sambalpur will only 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 BOLANGIR-KALAHANDI-NUAPADA REGIONAL COOPERATIVE  
MILK PRODUCERS' UNION LTD.

In the presence of:

In the presence of:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_