

**THE KORAPUT MALKANAGIORI NABARANGPUR RAYAGADA REGIONAL
COOPERATIVE MILK PRODUCERS' UNION LTD.
All India Radio Station Road, Jayanagar, Jeypore – 764005
PHONE: 06854-231839**

**TENDER FOR ENGAGEMENT OF BOLERO
or SIMILAR TYPE OF VEHICLE
FOR
PLYING TO DIFFERENT VILLAGE IN Malkanagiri
DISTRICT ***AS AND WHEN REQUIRED*****

Cost of Tender Documents – Rs. 50.00

Submission of filled in Tender

Documents By 14.00 Hrs dtd 30.08.2017

Opening at 15.00 Hrs. dtd 30.08.2017

at MILK UNION OFFICE AT ABOVE ADDRESS

Name of the Tenderer: _____

Address: _____

Telephone No.: _____

MobileNo.: _____ E-Mail Id: _____

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TENDER NOTICE FOR ENGAGEMENT OF TRANSPORTER

KORAPUT MALKANAGIRI NABARANGPUR RAYAGADA Milk Union invites sealed tender for ENGAGEMENT OF **BOLERO or SIMILAR TYPE OF VEHICLE FOR PLYING TO DIFFERENT VILLAGES of Malkanagiri DISTRICT *AS AND WHEN REQUIRED.***

Tender documents can be purchased from Milk Union office at Jeypore on any working day between 10.00 Hrs - 13.30 Hrs from 19.08.2017 to 30.08.2017 on payment of Rs. 50/- (Rupees Fifty only) either in cash or in shape of DD drawn in favour of KORAPUT MALKANAGIRI NABARANGPUR RAYAGADA Milk Union payable at Jeypore.

Filled in tender document along with EMD amounting Rs. 5,00/- should reach on or before 30.08.2017 14.00 Hrs and will be opened on the same day at 15.00 Hrs. at Milk Union, Jeypore office in presence of the interested bidders. Tenders without EMD or incomplete in any manner shall not be accepted. The Milk Union reserves the right to accept or reject any or all tenders without assigning any reason thereof.

General Manager

**THE KORAPUT MALKANAGIRI NABARANGPUR RAYAGADA REGIONAL
COOPERATIVE MILK PRODUCERS' UNION LTD.**

All India Radio Station Road, Jayanagar, Jeypore – 764005

PHONE: 06854-231839

DETAILS OF TENDER NOTICE

Sealed Tenders are invited from bonafied, experienced and resourceful transporter, vehicle owners, transport agencies for ENGAGEMENT OF **BOLERO or SIMILAR TYPE OF VEHICLE FOR PLYING TO DIFFERENT VILLAGE IN Malkanagiri DISTRICT *AS AND WHEN REQUIRED.***

- i) The rate quoted should be per Day plus(+)HSD only per Running KM basis.
- A. The tender documents can be obtained from Milk Union, Jeypore office from above address on payment of Rs. 50/- (Rupees Fifty only) (Non-refundable) in cash or DD drawn in favour of KORAPUT MALKANAGIRI NABARANGPUR RAYAGADA Milk Union payable at Jeypore.
- B. The party has to provide Vehicle as per the requirement. Prior intimation shall be given for requirement of Vehicle indicating date & time of placement & place of movement of Vehicle.
- C. The rate quoted should be per Day plus(+)HSD only per Running KM basis which inclusive of salary, wages of Driver, Helper, lubricant, Taxes, Tool fees, Insurance, repair & maintainance etc.
- D. Earnest Money Deposit (E.M.D): Rs. 500/- to be deposited in shape of Demand Draft in favour of KORAPUT MALKANAGIRI NABARANGPUR RAYAGADA Milk Union payable at Jeypore. No tender document shall be accepted without E.M.D.
- E. The selected successful tenderer have to deposit Security in shape of DD in favour of KORAPUT MALKANAGIRI NABARANGPUR RAYAGADA Milk Union payable at Jeypore of Rs. 500/- . The same will be refunded to the transporter on written request after satisfactory completion of contract.
- F. The last date for sale of Tender paper is up to 13.30 Hrs. dtd. 30.08.2017 and last date for receipt of tender paper is up to 14.00 Hrs. dtd. 30.08.2017. The tenders will be opened at 15.00 Hrs. on the same day at KORAPUT MALKANAGIRI NABARANGPUR RAYAGADA Milk Union office at above address.
- G. The sealed Tender must be superscribed on top of the **envelope “TENDER FOR HIRE VEHICLE FOR MALKANAGIRI”** and will be received at Milk Union Jeypore office only.

H. Acceptance of Tender: Tenders filled in all respect must be sent to Milk Union by Regd. Post / person to reach within 14.00 Hrs. on 30.08.2017. Incomplete tenders and tender received after specified time will not be accepted.

I. 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.

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

General Manager

**THE KORAPUT MALKANAGIRI NABARANGPUR RAYAGADA REGIONAL
COOPERATIVE MILK PRODUCERS' UNION LTD.**
All India Radio Station Road, Jayanagar, Jeypore – 764005 , PHONE: 06854-231839
TENDER APPLICATION

To

General Manager,
Koraput Malkanagiri Nabarangpur Rayagada Regional Milk Union
Jeypore

Sub: - Tender for Hire Vehicle

Dear Sir,

In reference to your tender published in _____ dt. _____
the following rate is quoted by me /us for engagement of my/our _____ Seater
Vehicle.

(As per Diesel Rate Rs. _____/ltr.)

Name of the Route	Vehicle & Regd. No.	Rate per Day plus(+) HSD per KM	
		(In Rs.)	(In words)
Different Villages of Malkanagiri District			

1. Cost of tender paper Rs. 50.00 deposited vide M.R. 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 Milk Union.

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 Milk Union.

Full Signature

Encl.

1. Original Tender Paper cost Money Receipt / Bank Draft for Rs. 50/-
2. Original Bank draft for EMD.
3. Xerox copy of the R.C. Book & Insurance, Road Permit, Fitness & Driving Licence.

Name: _____

Address _____

Tel. No. _____

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

DRAFT A G R E E M E N T

THIS AGREEMENT is made on this day of at
Jeypore between (1) “ **The Koraput Malkanagiri Nabarangpur Rayagada Regional Co-operative Milk Producers’ Union Ltd**”, an central Co-operative Body registered under the Co-operative Societies Act 1963 (under Act No.2) Vide Regd. No.XV-719-01-2005-OMFED dated 22.01.2005 and having its registered office at All India Radio Station Road, Jayanagar, Jeypore, ODISHA (hereinafter referred to as the **Koraput Malkanagiri Nabarangpur Rayagada Milk Union**), (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 Koraput Malkanagiri Nabarangpur Rayagada Milk Union is interested to hire transport vehicles of different carrying capacity for ENGAGEMENT OF VEHICLES FOR FOR PLYING TO DIFFERENT VILLAGE OF MALKANAGIRI DISTRICT FOR SURVEY AND ORGANISATION OF DAIRY COOPERATIVE SOCIETIES.

AND WHEREAS, The Transporter is agreed to provide and operate his vehicle. Model.... of the Koraput Malkanagiri Nabarangpur Rayagada Milk Union in consideration of to 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 Koraput Malkanagiri Nabarangpur Rayagada Milk Union at any time at the freight rate indicated above linked with current diesel price at Jeypore i.e. Rs...../- (Rupees.....only) per liter which will increase or decrease prorata on every change of retail diesel price at Jeypore. 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.....to..... Subject to the transporter abiding by the terms of the contract. The agreement period shall be extended or reduced as per the discretion of the Koraput Malkanagiri Nabarangpur Rayagada Milk Union.
3. The Koraput Malkanagiri Nabarangpur Rayagada 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 view its business requirement and convenience.
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 Koraput Malkanagiri Nabarangpur Rayagada 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.
6. The Transporter will be fully responsible for the loss sustained or damage caused to men and materials of the Koraput Malkanagiri Nabarangpur Rayagada 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 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 Koraput Malkanagiri Nabarangpur Rayagada Milk Union subject to deduction of any tax at source, required to be deducted by the Koraput Malkanagiri Nabarangpur Rayagada Milk Union 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 Koraput Malkanagiri Nabarangpur Rayagada Milk Union and, Transporter and /or its staff. The Transporter shall

provide the identity of the staff to be engaged beforehand to the Koraput Malkanagiri Nabarangpur Rayagada Milk Union.

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 Koraput Malkanagiri Nabarangpur Rayagada 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 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 Koraput Malkanagiri Nabarangpur Rayagada Milk Union shall debar the transporter and its staff from entering into the operational area/premises of the Koraput Malkanagiri Nabarangpur Rayagada 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 Koraput Malkanagiri Nabarangpur Rayagada Milk Union and misbehaving with the officials of the Samaleswari Milk Union.
11. The Koraput Malkanagiri Nabarangpur Rayagada Milk Union 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.
12. The Koraput Malkanagiri Nabarangpur Rayagada Milk Union 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 fraudulent which may lead to imposition of penalty/ termination/ cancellation of the agreement as will be decided by the Milk Union.
13. The transporter's vehicles shall report to the designated officials of **Milk Chilling Plant Malkanagiri** in time as specified. In case of delay for the reasons whatsoever, the 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.
16. The Transporters shall not use his vehicles for any other activities like transportation of materials other than that of the Koraput Malkanagiri Nabarangpur Rayagada Milk Union or passengers while carrying goods of Koraput Malkanagiri Nabarangpur Rayagada Milk Union or returning en-route. If the transporter is found engaged in such type of activities then the Koraput Malkanagiri Nabarangpur Rayagada Milk Union shall have the right to

impose penalty up to Rs.1000/- per instance which may also lead to cancellation of agreement.

17. The transporter shall not have any right to assign/transfer the right to operate vehicle under this agreement. In case of break down 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.
18. The Transporter or its staffs will not involve directly or indirectly on strike individually or jointly to affect the business of Koraput Malkanagiri Nabarangpur Rayagada Milk Union 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.
19. 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 General Manager, Koraput Malkanagiri Nabarangpur Rayagada Milk Union Ltd. by either party, and the decision of General Manager, Koraput Malkanagiri Nabarangpur Rayagada Regional Co-op. Milk Producers Union Ltd. shall be final.
20. Either party shall have the right to part from this agreement by giving at least 1(one) month prior notice in writing on other.
21. The Transporter shall deposit DD/Pay Order /NSC/KVP/Fixed Deposit duly pledged in favour of “Koraput Malkanagiri Nabarangpur Rayagada Milk Union, Jeypore” towards Security Deposit of Rs.1,000/-(Rupees One thousand only) which will be refundable within 45 days after the termination of the agreement and on claim by the transporter.
22. 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 Jeypore 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 Koraput Malkanagiri Nabarangpur Rayagada
REGIONAL COOPERATIVE MILK PRODUCERS'
UNION LTD.*

In the presence of:

1. _____

2. _____

In the presence of:

1. _____

2. _____