



THE ODISHA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED
D – 2, SAHID NAGAR, BHUBANESWAR – 751007
PHONE: 0674-2546030/2546121/2540576

EXPRESSION OF INTEREST

**FOR APPOINTMENT OF E-CART VENDOR
FOR SALE OF OMFED PRODUCTS DIRECT
TO CONSUMERS THROUGH BATTERY
OPERATED E-CART
(OMFED Dairy Express)**

*Cost of Tender Documents: – Rs.560.00
Including 12% GST*

Last date of filled in Tender Documents

dtd.29.10. 2018 (up to 5 PM)

At OMFED Corporate Office,

D – 2, SAHID NAGAR, BHUBANESWAR – 751007

PHONE: 0674-2546030/2546121/2540576



www.omfed.com

THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD

D-2, SAHIDNAGAR, BHUBANESWAR – 751 007

Tel.No. 0674-2546030/2546121/2540576

E-mail Id: omfed @ yahoo.com

EXPRESSION OF INTEREST

OMFED invites offers from interested parties for appointment as OMFED E-cart Vendor in a specified territory under **Berhampur, Sambalpur, Jharsuguda, Burla/Hirakud/ Bargarh, Debagarh, Rourkela, Angul, Sukinda Mines area (Kalinga Nagar) Paradeep, Cuttack, Bhubaneswar & Puri town** for sale of OMFED Products directly to Consumers, through E-CART (Battery operated vehicle) for a period of 05 years. The EOI document with detailed terms and conditions shall be available in OMFED website www.omfed.com from **13.10.2018 to 29.10.2018** on payment of Rs. 560/- in shape of Demand Draft i/f/o OMFED payable at Bhubaneswar. Offers along with complete information & required documents in a sealed envelope must reach at OMFED, D-2, Sahidnagar, Bhubaneswar – 751 007 on dt: **29.10.2018** by 5.00 PM. The short listed applicants shall be called for discussion and finalisation for appointment as OMFED E-Cart vendor. The envelope should be duly super scribed **“OFFER FOR APPOINTMENT OF E-CART VENDOR “**

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

MANAGING DIRECTOR

DESCRIPTION OF TENDER CALL NOTICE

OMFED now offer a wide range of products including ice cream and Horticulture & Agro Products. OMFED has designed and procured Battery Operated E-CART mounted with 02 nos. cooling machines which will be deployed in specific clusters of **Berhampur, Sambalpur, Jharsuguda, Burla/Hirakud/ Bargarh, Debagarh, Rourkela, Angul, Sukinda Mines area (Kalinga Nagar), Paradeep, Cuttack, Bhubaneswar & Puri town**, for operating in one or more wards/ areas (as decided by OMFED).

These E-Carts shall also be deployed and operated to sell directly to consumers, in the areas/ wards assigned to the E-Cart Vendor, and as per the movement schedule assigned by the local OMFED Plant authorities time to time. These E-Carts would be deployed in various places such as

- (a) Educational institutes
- (b) Joggers' Parks / Leisure Parks
- (c) Office Complexes / Business Parks
- (d) Market areas/Complexes
- (e) Residential Apartments and Housing Complexes.
- (f) Trade fair etc.

The uniquely designed E-carts (with OMFED products branding) will play a soft, unique signature tune to alert the nearby consumers that the OMFED E-Cart is approaching where they live. Accordingly consumers will get attracted towards the E-Cart and buy their required products at their door step.

Sealed offers are invited from the interested parties having knowledge and license to operate Battery operated vehicle as E-Cart Vendor for sale of OMFED Brand products directly to consumers through E-cart provided by OMFED on the terms and conditions mentioned below:

1. Eligibility:

- A. The applicant (Sole proprietor/Partnership firm/Company/ Societies) must be financially sound. The party should furnish annual audited statement or IT returns of last 3 years. (2015-16 to 2017-18)
- B. The applicant should preferably have prior experience in operating retail and related logistic consumer service.
- C. The applicant should have own Parking Space and Godown Facilities.
- D. The applicant should have computer system for daily sales entry.

- E. The applicant should be capable of deploying Hand Held System in the E-Carts for real time billing to consumers, on the spot. This is optional.
- F. The applicant should have valid GST Number.
- G. On selection, the applicant should obtain food license from the concerned authority and furnish the same before signing-up of the agreement
- H. The applicant should make efforts to increase the sales turnover as per targets set by OMFED in the areas allocated by the concerned Dairy Plants .
- I. For all the above, necessary supporting documents (self attested) needs to be submitted.

2. Selection and Allotment :

- (a) The applicant, who fulfil the eligibility criteria, will be shortlisted and will be required to make presentation before the selection committee and then selection will be made by the selection committee basing on eligibility criteria as mentioned at para-,1 above.
- (b) On selection, the applicant shall deposit 50% cost of the E-Cart in shape of D.D /BG in favor of OMFED payable at Bhubaneswar.
- (c) The selected party will have to deposit one time refundable and interest free security deposit of Rs 100000/- in form of DD favoring OMFED payable at Bhubaneswar or any other acceptable financial instrument.
- (d) The allotment letter for operation of E-Cart will be issued only after payment of Security Deposit and 50% cost of the E-Cart.
- (e) The Security Money will be retained by OMFED till the end of the period of Agreement/Extended Agreement.
- (f) The Security Money will be refunded on submission of application accompanied with Original NCR issued by OMFED after deduction of Rs 500.00 towards administrative charges, besides the cost calculated towards damage/loss of OMFED property if any as per decision of OMFED.
- (g) Under no circumstances, vendor shall demand interest on the said refundable security deposit.
- (h) Vendor should ensure sale of milk & products for targeted sales value as fixed by OMFED.
- (i) The selected E-Cart Vendor will execute an agreement with OMFED on non- judicial stamp paper of Rs. 100/- for a period of **TWO** years, in the prescribed format (attached). This may be renewed on mutual consent for further period on the basis of performance of the party. But renewal cannot be claimed as a matter of right.
- (j) The E-Cart Vendor has to start his business within reasonable time of allotment as decided by Federation. Otherwise his/her allotment will be cancelled on one month notice with forfeiture of security deposit.
- (k) Successful bidder may be allowed to operate maximum 04 (four)nos. of E-Cart.

3. Terms & Conditions :

- (a) Appointment of E-Cart Vendor shall be valid for a period of TWO years from the date of appointment, unless terminated earlier on account of reason given herewith separately, renewable on yearly basis. This can be extended for another three years on yearly basis on successful and satisfactory performance of the selected E-Cart vendor.
- (b) E-Cart Vendor will procure the OMFED products at the rate applicable to Whole seller against advance deposit of products value..
- (c) The applicant should have adequate drivers cum salesman for running the E-Cart, with valid driving license .
- (d) E-Cart Vendor to deposit advance money of products indented at the designated banks of Omfed/ concerned Marketing Office of Omfed.
- (e) The Products will be delivered to the E-Cart Vendor at Ex Dairy or at nearest point as mutually agreed between the parties.
- (f) The E-Cart Vendor or his/her authorized representative has to physically be present at the time of delivery point to check the quantity and quality. No claim/ return are entertained after receiving the material other than genuine quality complain.
- (g) For complaint relating to quality, same should be registered (in writing) within 12 hours of supply for exchange. After 12 hours, no complain must not be entertained.
- (h) All the Battery Operated Vehicles (E –Cart) shall be stationed and charged at the E-Cart Vendor Parking Space. In case of charging of Battery & refrigerated systems of E-Cart is required by the Vendor inside the Dairy campus, the same may be allowed with prior written request & approval from the Plant Authority for provide charging facilities for timely charging of Battery, refrigerated system of E-Cart. However, Plant Authority shall not be responsible for theft of products / E-Cart, and will not be responsible for providing rest room, boarding/lodging facilities of drivers.
- (i) The E-Cart Vendor has to carry the products in Battery operated E-Cart only provided by OMFED. Lifting of products in any other vehicles is not permitted.
- (j) The E-Cart Vendor shall not sell any other products / competitors' products, through the E-Carts.
- (k) If the vendor wants to surrender E-Cart to OMFED, refund of deposit amount towards 50% cost of E-Cart shall be considered, provide the E-Cart is returned to OMFED in good & working condition after considering the usual depreciation.
- (l) The E-Cart Vendor shall bear all maintenance expenditures within Rs. 7000/- per month. However, expenditure more than Rs.7000/- towards replacement of Battery, Tyre/tube, Motor, gear and Body denting/painting shall be borne by OMFED.

- (m) The E-Cart Vendor shall operate the E-Cart all seven days in the week in the assigned areas, unless the E-Cart is not in running condition, which needs to be informed to the OMFED Authority in advance. In case of absenteeism of driver, the E-Cart Vendor needs to ensure, a replacement driver for running the E-Cart. Under no circumstances the E-Cart Vendor, is allowed to withdraw the vehicle from the field, for any reason whatsoever, others than the E-Cart is not in running condition.

4. **OPERATIONAL GUIDELINES OF OMFED DAIRY EXPRESS**

- a. **Placement of Indent:** Indents shall be placed 1 day in advance between 8.00 a.m. to 5 .00p.m. to Marketing Division, of concerned Dairies.
- b. **Mode of Payment:** All transactions should be through (cashless preferably) NEFT to a designated Bank.
- c. **Delivery of Stock:** The vendor shall lift the product ex-BBSR Dairy/ Product may be delivered by OMFED at the stock point of the vendor as mutually agreed upon.
- d. **Area of Operation:** The vendor has to stick to the areas allotted. Trespassing to other vendor's areas is prohibited. This distribution module is to cater directly to consumers. Vendor shall not deliver the product to Booth/ Retail outlets. The Vendor shall opt areas/wards in the prescribed application form for operating E-Cart.
- e. **Operating Time:** The vendor shall operate from 6.00 a.m. to 10.00 p.m. During this time all areas like Apartments, Educational Institutions, Govt. offices, Market Place, Parks, Cinema Theatres etc. To be covered.
- f. **Statutory Fees:** The vendor has to bear charges like parking fee and other such charges if any applicable.
- g. **Return procedure:** The vendor has to check the Products before lifting. Once the products are delivered no returns will be entertained unless it is quality issues within the use by date.
- h. **Monitoring:** One dedicated officials of OMFED shall monitor placement of indent & movement of E-Carts in the assigned areas in active collaboration with the vendor.
- i. **Reporting:** The vendor shall maintain a Daily Sales Report (SKU wise and area wise) and will provide a consolidated weekly report to OMFED.

5. Distribution norm.

- i. E-Cart Vendor shall place indent at least one day in advance, at the concerned marketing office between 10:00 AM to 5:00 PM, clearly indicating the breakup of packing sizes for safe delivery of products in time.
- ii. E-Cart Vendor shall bear the cost of transit insurance & will be responsible for carefully checking the quantity and condition of the products on receipt .In case of shortage or damage it must be recorded at the time of taking delivery of the consignment.
- iii. E-Cart Vendor shall keep the sales/purchase records properly, and render all possible cooperation to the Federation representatives for inspecting the same as and when required by the Federation.
- iv. E-Cart Vendor shall receive, handle and arrange the delivery of OMFED brand products on its own arrangement and take steps to achieve sales targets fixed by federation.
- v. E-Cart Vendor shall bear all statutory liability on sale of OMFED Products & shall keep the records free from any such liability.
- vi. E-Cart Vendor shall procure products range as decided by the federation from its stock points as per demand for sale within the territorial jurisdiction as agreed, and the federation shall ensure timely availability of stocks / products to the E-Cart Vendor.
- vii. E-Cart Vendor is entitled to realize his profit on sale of products, as approved by the OMFED. E-Cart Vendor will have to sale the items only as per latest approved rate structure of Omfed, as revised from time to time. E-Cart Vendor is not allowed to sale the products below or above the minimum price fixed/approved by the OMFED at any circumstances.
- viii. E-Cart Vendor or his representative shall not collect and receive any security deposits or advance money from any persons in the name of the OMFED.
- ix. OMFED shall not be responsible for the non-supply of products to the E-Cart Vendor for reasons beyond the control of the Federation and no compensation shall be charged by E-Cart Vendor on the above ground.
- x. In case of any dispute arising out between the parties, shall be referred to the **Managing Director**, Odisha State Co-operative Milk Producers' Federation, Bhubaneswar for interpretation/clarification and adjudication, whose decision shall be final and binding.
- xi. Any legal dispute arising out of this business between the parties shall be subject to Bhubaneswar jurisdiction only.

6. Cancellation and Termination :

(A) OMFED may at any time terminate this Agreement in whole or in part (Within 90 days of written notice is given to the vendor) upon the occurrence of any of the following events for its convenience.

- i. Encroachment of other vendor's allocated areas.
- ii. Non plying of all E-carts allotted to the vendor.
- iii. Non deployment of E-Carts on regular basis.
- iv. Improper maintenance of E-Carts.
- v. Does not start his business within 30 days of allotment.
- vi. Sale of Milk Products other than Omfed
- vii. Sells narcotic materials like Pan, Cigarette, Tobacco, Foreign Liquor etc.
- viii. Does not achieve the target fixed time to time by Omfed.
- ix. Sublets the E- Cart cum Sales Van to other.
- x. Any other practice, which hampers the reputation and business of Omfed.

(B) In case of the E-Cart vendor wants to surrender the E-Cart within the agreement period, he has to give prior notice at least 3 months (90 days) in advance.



On Cancellation / Termination of agreement, or voluntary surrender of E-Carts , refund of 50% cost of E-Cart shall be considered subject to handover of the E-Cart in good working running condition, after considering the usual depreciation.





TENDER APPLICATION

To

**Managing Director, OMFED,
D-2, Sahid Nagar, Bhubaneswar-751007.**

Dear Sir,

In reference to your tender publish in the newspaper / website on dated _____.

1. I have deposited Rs.560.00 (Rupees Five hundred Sixty) towards cost of Eol document vide M.R. No. _____/DD No. _____ dated _____
2. I hereby declare that I have gone through the details terms and conditions as stated in documents & agreed to the terms and conditions along with Agreement clauses as stipulated by the Federation.
3. I Concurrence to ply E-Cart in the following areas (please specify the name of areas)
4. I am giving consent for plying _____ nos. of E-Cart in the allotted areas.
5. I hereby agreed to deposit Rs. 1,00,000.00 (One Lakh) as one time noninterest bearing Security money towards plying of E-Cart .
6. I also hereby agreed to deposit 50% cost of E-Cart as fixed by OMFED

Supporting Documents Check Box

S No	Document Description	Tick Mark, if Submitted
01.	Self Attested Copy of GST Certificate	
02.	Self Attested Copy of Office / Godown Address Proof	
03.	Self Attested Copy of Last year (2016-17) audited statement of accounts of the Proprietor or the Firm/ IT returns of last 3 years.	
04.	Self Attested Copy of PAN CARD / Aadhar Card Xerox	
05.	Self Attested Copy of recent Photograph	

Date:

Full Signature of the Bidder

(Full address with Mobile No.)

AGREEMENT FOR E-CART VENDOR . (WITHIN ODISHA STATE)

(In Non-Judicial Stamp paper of Rs. 100/-)

The agreement is made at Bhubaneswar and entered into on the _____ day of _____ between **The Odisha State Cooperative Milk Producers' Federation Limited, Bhubaneswar (OMFED)** registered under the Cooperative Societies Act, 1962 (Odisha Act,2 of 1963) and having its registered office at D-2, Saheed Nagar, Bhubaneswar-751007, GRAM : OMFED hereinafter called "**The Federation**" represented by the Managing Director or the Authorized Representative , which expression shall , unless excluded by or repugnant to the context or meaning thereof, be deemed to mean and include it's successors and assignees of the federation of the First Part

AND

M/s.....

At P . O Dist

herein after referred to as the Second Part, which expression shall, unless excluded or made repugnant to the context or meaning thereof, be deemed to mean and include it's successor and assignees of the second part.

Whereas the Federation, the first part is a State-level Apex Cooperative Organization of Milk Producers Farmers, registered under the Section 12 (2) of the Odisha Cooperative Society Act 1962 (Orissa Act 2 of 1963).

Whereas the Federation, the first part decided to supply Dairy Products /Agro Products of farmers under the brand **name of OMFED to M/s** . E-Cart Vendor, the second part for sale of OMFED brand milk products only.

Whereas the Federation, the first part desirous to appoint **M/s** as E-Cart Vendor, the second part for operation of Battery Operated Vehicle for sale of OMFED Brand products all the way through E-cart provided by OMFED.

AND

Whereas the Distributor cum E-Cat Operator, the second Part has expressed its willingness to act as facilitator for sales promotion of OMFED products on the term and condition agreed upon herein after for the area mentioned in the Order

AND

Whereas, after due deliberation and discussions, the parties entered into this agreements in consideration of business through operation of E-Cart provided by federation, the first part for sale of OMFED brand products initially in specified area of _____ city/town under _____ Dairy .

AND

Whereas, the E-Cart Vendor, Second Part has accepted the said proposal submitted by the federation, First Part for sale of products and their brand name OMFED through battery operated vehicle (E-Cart) specially designed by federation, first part.

AND

It is therefore agreed by and between both the parties to work mutually to meet their business needs and also in the interest of parties as mentioned hereunder.

NOW THIS AGREEMENT WITNESSETH AND RECORDS THE

UNDERSTANDING REACH BETWEEN THE PARTIES HERETO:-

- (1) That the Agreement is valid for a period of 02 (Two) years and can be extended up to another 03 (Three) years on satisfactory performance but can be terminated earlier on account of reason given here with separately.

- (2)** Product shall mean the items indicated in the schedule attached to this agreement produced by the federation, first part in the Brand name of OMFED and the Distributor cum E- Cart Operator, second part shall have to operate in the allotted area/route from the list attached in the tender document as decided through tender. OMFED reserves right to alter, extend areas/ route as per requirements.
- (3)** Distributor cum E- Cart Operator will procure the OMFED products at the rate applicable to Whole seller against advance deposit of products value.
- (4)** E-Cart Vendor has to place indent at least 1 day in advance at concerned marketing office.
- (5)** The E-Cart Vendor to deposit advance money of products indented at the designated banks of Omfed/ concerned Marketing Office of Omfed.
- (6)** The Products will be delivered to the E-Cart Vendor at Ex Dairy.
- (7)** The E-Cart Vendor or his/her authorized representative has to physically present at the time of delivery point to check the quantity and quality. No claim/ return are entertained after receiving the material other than genuine quality complain.
- (8)** For complain relating to quality, same should be registered (in written) within 12 hours of supply for exchange. After 12 hours, no complain must not be entertained.
- (9)** All the Battery Operated Vehicles (E –Cart) shall be stationed & charged at the E-Cart Vendor’s Parking Space. In case, the E-Cart Vendor decides to park inside the Dairy premises, the same shall be allowed, with prior written request and approval from the Plant Authority. Dairy shall provide charging facilities for timely charging of Battery, refrigerated system of E-Cart. However, authorities of concerned Dairy shall not be responsible for theft of products / E-Cart, and will not be responsible for providing rest room, boarding/lodging facilities of drivers.
- (10)** The E-Cart Vendor has to carry the products in Battery operated E-Cart only provided by OMFED. Lifting of products in any other vehicles is not permitted.
- (11)** The E-Cart Vendor shall not sell any other products / competitors’ products, through the E-Carts.
- (12)** In case of service related issues pertaining to E-Cart, The E-Cart Vendor will contact the service department of the E-Cart Supplier, and ensure the same is repaired.
- (13)** The E-Cart Vendor shall bear all maintenance expenditures within Rs. 7000/- per month. However, expenditure more than Rs.7000/- towards replacement of Battery, Tyre/tube, Motor, gear and Body denting/painting shall be borne by OMFED.
- (14)** The E-Cart Vendor shall operate the E-Cart all seven days in the week in the assigned areas, unless the E-Cart is not in running condition, which needs to be informed to the OMFED Authority in advance. In case of absentism of driver, the E-Cart Vendor needs to ensure, a replacement driver is deputed for running the E-Cart. Under no circumstances the E-Cart Vendor, is allowed to withdraw the vehicle from the field, for any reason whatsoever, others than the E-Cart is not in running condition.
- (15)** The E-Cart Vendor shall operate in the areas (wards) assigned to the distributor, and as per the movement schedule assigned by OMFED/Plant authorities time to time. For reference, movement schedule shall be Early morning between 5.30am to 9pm, the E-Carts shall be moving in / around in Jogger Parks, residential areas, colonies, apartments, etc, wherein the carts will be playing a soft, unique signature tune of OMFED, to alert the consumers that the OMFED E-Cart is nearby. Accordingly consumers will go out of the house and stop the E-Cart for purchasing their required products.

After an hour of break, then from 10.00am to afternoon 3.00 pm, the E-Cart will be stationed in front of Educational Institute / business park / Govt. Office / Market Place, in the assigned wards, for selling products.

After an HOUR BREAK (for reloading) , from 4:00 pm onwards till , the E-Cart then moves to Leisure Park, Play Ground, Cinema Theatres / or Back to Residential Areas, in the assigned area of operation, for catering to consumers

- (16)** E-Cart Vendor shall submit its indent one day in advance between 12 NOON to 5 PM, clearly indicating the breakup of packing sizes for safe delivery of products in time
- (17)** E-Cart Vendor shall bear the cost of transit insurance & will be responsible for carefully checking the quantity and condition of the products on receipt .In case of shortage or damage it must be recorded at the time of taking delivery of the consignment.
- (18)** E-Cart Vendor shall keep the sales/purchase records properly, (SKU wise & area wise) & render all possible cooperation to the Federation representatives for inspecting the same as and when required by the Federation. The consolidated sales report to be submitted to OMFED every week without fail.
- (19)** E-Cart Vendor shall receive, handle and arrange the delivery of OMFED brand products on its own arrangement and take steps to achieve sales targets fixed by federation.
- (20)** E-Cart Vendor shall bear all statutory liability on sale of OMFED Products & shall keep the records free from any such liability.
- (21)** E-Cart Vendor will procure products range as decided by federation from its stock points as per demand for sale within the territorial jurisdiction as agreed.
OMFED will ensure timely availability of stocks / products to the E-Cart Vendor.
E-Cart Vendor is entitled to realize his profit on sale of products, as approved by the OMFED. E-Cart Vendor will have to sale the items only as per latest approved rate structure of Omfed, as revised from time to time. E-Cart Vendor is not allowed to sale the products below or above the minimum price fixed/approved by the OMFED at any circumstances.
- (22)** E-Cart Vendor or his representative or any agent shall not collect and receive any security deposits or advance money from any persons in the name of the OMFED.
- (23)** OMFED shall not be responsible for the non-supply of products to the E-Cart Vendor for reasons beyond the control of the Federation and no compensation shall be charged by E-Cart Vendor on the above ground.

Cancellation and Termination :

That the federation, the first part reserves the right to cancel/terminate, if the allotted E-Cart Vendor on the ground as mentioned in the terms & conditions of tender documents.

Different conditions mentioned in the Appointment Letter, General Terms as well in this agreement are explanatory to each other & not contradictory. In case of any dispute arising out between the parties, shall be referred to the **Managing Director**, Odisha State Co-operative Milk Producers' Federation, Bhubaneswar for interpretation/clarification and adjudication, whose decision shall be final and binding.

That any legal dispute arising out of this business between the parties shall be subject to Bhubaneswar jurisdiction only.

IN WITNESSES where of the Parties named above put their signature with seals as the authorized persons.

**Signature of the
Managing Director, OMFED**

Authorized Representative.

Witness:-

01. **Signature:**

Name

Address: _____ Dairy

02. **Signature:**

Name:

Address: _____ Dairy

**Signature of the
E-Cart Vendor,
.....area.**

Witness:-

01. **Signature** :

Name :

Address :

02. **Signature** :

Name :

Address :

