



SI No: \_\_\_\_\_

MR No: \_\_\_\_\_

**TENDER FOR ENGAGEMENT OF DISTRIBUTOR CUM TRANSPORTER  
ON PER LITRE COMMISSION BASIS  
AT JEYPORE DAIRY**

Submission of filled in Tender Documents :- Up to 2.00 PM on **21.08.2018**

Opening of Tender :- 3.00 PM on **21.08.2018**

Name of Tenderer : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

**Cost of Tender Document: - Rs.560.00**  
(Including GST)

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**OMFED, JEYPORE DAIRY, AT-UMURI, JEYPORE, PO- JEYPORE RLY.STATION  
DIST- KORAPUT-764 002 PHONE NO: 06854-233446.**



## **JEYPORE DAIRY**

**UMURI, JEYPORE, NEAR JEYPORE RLY. STATION, PIN – 764002**

**Phone No: 06854-233446**

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### **Engagement of Distributor-cum-Transporter at Jeypore Dairy**

Omfed Jeypore Dairy invites sealed offers for engagement of Distributor-cum-Transporter on per litre commission basis having different carrying capacity vehicles preferably insulated for distribution of Milk & Milk Products in 05 no. marketing routes under Jeypore Dairy operational area. Interested transporters shall have to submit their offer on per liter commission basis towards transportation & distribution of milk including milk products for a period of 01 year in their allotted routes. The tender document can be purchased from Omfed Jeypore Dairy on payment of Rs.560/- only in cash on working days from dt. **01.08.2018** to dt. **21.08.2018** up to 1 p.m within office hours or be downloaded from the website [www.omfed.com](http://www.omfed.com) & submitted with **D.D of Rs.560/-** towards cost of Tender Paper in favour of Omfed Jeypore Dairy, Jeypore. Filled-in tender paper along with EMD of **Rs.5000/-** for each route along with the required documents / certificates shall reach Jeypore Dairy latest by **21.08.2018** up to **2.00** p.m and the offers will be opened on the **same day at 3.00 p.m** at Jeypore Dairy in presence of transporters or their authorized representatives. For details, please visit website [www.omfed.com](http://www.omfed.com). The corrigendum/amendment to this notice if required shall be published only in OMFED website and will not be published again in newspaper.

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

**Plant Manager,  
Jeypore Dairy**

## **ELIGIBILITY OF BIDDER**

1. The Bidder should have own vehicle/leased vehicle
2. If own vehicle, the bidder should produce the vehicle registration document (R.C. Book), in case of lease vehicle the bidder produce lease agreement.
3. Submission of vehicle Fitness certificate.
4. Insurance of the vehicle.
5. Ensure engagement of Insulated vehicle if not insulated the selected bidder should give undertaking to make the vehicle insulation within a month from the date of work order.
6. Preference will be given those have similar type of experience in milk transportation or FMCG products duty.
7. The bidder should have own PAN No.
8. The bidder may submit the record in respect of having number of vehicles and drivers at his disposal so as to ensure for plying the vehicle, in case of breakdown of original vehicle.

### **N.B:**

**Please submit photo copy of the above require document duly signed by the bidder.**

## **TYPES OF VEHICLES REQUIRED FOR DIFFERENT MILK ROUTES & OTHER DATA**

Sl. No.	Name of the Routes	Distance covered to & fro	Morning /Evening	Present quantity of milk sale	Type of vehicle required/capacity
01.	Jeypore to Balimela via Mathili & Khairput	250 kms	Morning	1100 litre	Max Pickup or equivalent 1.5 Ton (insulated)
02.	Jeypore to Malkangiri via Mathili & Pandripani	236 kms	Morning	1600 litre	Vehicle capacity 2.0 Ton (insulated)
03.	Malkangiri to Kalimela (part route)	85 kms	Morning	300 litre	Vehicle capacity 0.5 Ton (insulated)
04.	Jeypore to Jagdalpur	170 kms	Morning	1000 litre	Vehicle capacity 1.2 Ton (insulated)
05.	Jeypore to Kashipur via Tikiri & Laxmipur	270 kms	Morning	800 litre	Vehicle capacity 1.0 Ton (insulated)

# **OMFED JEYPORE DAIRY**

**UMURI, JEYPORE, NEAR JEYPORE RLY. STATION, PIN – 764002**

**Phone No: 06854-233446**

## **TERMS & CONDITIONS FOR APPOINTMENT OF DISTRIBUTOR CUM TRANSPORTER ON COMMISSION BASIS**

- A. Sealed Tenders are invited from interested persons for appointment of Distributor cum Transporter on per litre Commission basis for supply of Milk to the retailers of \_\_\_\_\_ route.
- B. The Distributor cum Transporter is to purchase milk at the prevailing retailer price and milk products at wholesaler price, which may increase/decrease from time to time on revision of milk and product price.
- C. The Distributor cum Transporter has to give one day advance amount of the prevailing retailer price before raising of invoices and lifting of milk including products from Jeypore Dairy. The amount is to be paid as per indent in shape of cash /NEFT or through POS machines.
- D. The Distributor-cum-Transporter should have valid GST No. for lifting of OMFED products at wholesaler price.
- E. The Distributor-cum-Transporter should have valid FSSAI license.
- F. The Distributor-cum-Transporter shall have his own vehicle preferably insulated.
- G. In case hired vehicle, He/She has to furnish the related documents i.e Agreement/Affidavits to this effect.
- H. The Distributor-cum-Transporter shall have proper cold chain facility.
- I. The Distributor cum Transporter will have to deposit a lumpsum amount of Rs.2.0 lakh as advance for lifting of Milk and products on bank holidays and Sundays.
- J. Transportation, Distribution, loading and unloading of milk is at Distributor-cum-Transporter risk and cost.
- K. OMFED will not be responsible for any advance collection by the Distributor-cum-Transporter.
- L. No return milk will be accepted after the invoices are raised. However, in case of any reasonable/justifiable ground if milk is returned in good condition, the same shall be adjusted after quality testing by Jeypore Dairy and after deposit of 10% amount on milk cost as penalty by the Distributor cum Transporter.
- M. The scheme given to the agents of OMFED from time to time may or may not be applicable to the Distributor-cum-Transporter.
- N. Once the Commission of the Distributor-cum-Transporter is fixed it can not be changed during the contract period ( subject to decision of OMFED management).
- O. The crates issued to the Distributor-cum-Transporter is to be returned to Dairy on the same day. For any outstanding of crate or short return of crate the cost of the crates is to be recovered from the Commission Margin of the Distributor-cum-Transporter.
- P. The Distributor-cum-Transporter cannot sale milk to the retailer either more or less than the retailer price fixed by OMFED.
- Q. The Distributor-cum-Transporter is not allowed to carry any other items other than OMFED milk and milk products during travel to market for necessary distribution to OMFED agents in his allotted route.
- R. The Distributor-cum-Transporter has to execute an agreement in a non judicial stamp paper worth Rs.100/- ( Rupees One Hundred only).
- S. The Distributor-cum-Transporter will be given 1% extra milk ( for every multiples of 50 lits.) on the indent quantity for any leaky replacement.
- T. The decision of Managing Director in any other matter is final & binding.

**Plant Manager, Jeypore Dairy**

**TENDER APPLICATION FORM**

To  
The Plant Manger  
Omfed, Jeypore Dairy  
Umuri, Jeypore - 764002.

Sub: **Tender for engagement of Distributor cum Transporter on per litere commission basis.**

Dear Sir,

In reference to your tender published in \_\_\_\_\_ / \_\_\_\_\_ on Dated \_\_\_\_\_, regarding engagement of Distributor Cum Transporter on per liter commission basis. The following rate is quoted by me / us.

Sl. No.	Name of the Route	Type & Capacity of vehicles	Per Liter Commission including all	Remarks

The purchase of tender documents and EMD details are furnished below.

01. Cost of tender paper Rs.560.00 deposited vide MR No: \_\_\_\_\_ dated \_\_\_\_\_
02. EMD of Rs.5000/- deposited vide DD No: \_\_\_\_\_ dated \_\_\_\_\_  
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 agree to abide by the terms & conditions stipulated by the Federation/ Plant Manager, Jeypore Dairy.

**Full signature**

Name \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

- Encl:** 1. Original Money receipt for purchase of tender paper.  
2. Original Bank Draft for EMD.  
3. Xerox copy of the R.C. Book, Insurance, driving license etc.  
4. Others if any.

**(On selection, the Distributor cum Transporter is to be executed the following agreement on Non-Judicial Stamp Paper worth Rs.100/-) (Rupees one hundred).**

## DRAFT AGREEMENT

THIS AGREEMENT is made on this day of \_\_\_\_\_, at Jeypore between (1) **“The Orissa 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, in the state of Orissa (hereinafter referred to as the **Federation**), which expression shall unless it be repugnant to the subject or context thereof, include its successors \_\_\_\_\_ and \_\_\_\_\_ assigns.

**AND** (2) Sri \_\_\_\_\_ S/O \_\_\_\_\_ Vill \_\_\_\_\_ Po: \_\_\_\_\_ P.S. \_\_\_\_\_ Dist. \_\_\_\_\_ at \_\_\_\_\_ present

\_\_\_\_\_, (hereinafter referred as the Distributor-cum-Transporter) which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns.

**AND WHEREAS**, the Jeypore Dairy is interested to engage Distributor- cum-Transporter for transportation and distribution of milk and other allied products from its Jeypore Dairy to the retailers of \_\_\_\_\_ route.

**AND WHEREAS**, the distributor-cum-transporter is agreed to provide and operate his insulated vehicle, Model \_\_\_\_\_ with carrying capacity \_\_\_\_\_ M.T for transportation and distribution of milk on per litre commission basis and also other milk products on wholesale price being produced and marketed by the Jeypore Dairy.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:-

**01.** This agreement is valid for a period of \_\_\_\_\_ years and commencing from dtd. \_\_\_\_\_ to \_\_\_\_\_ @ Rs. \_\_\_\_\_ per liter towards commission for transportation and distribution of milk, subject to the distributor-cum-transporter maintaining insulation and abiding by the terms of the contract. The agreement period shall be extended or curtailed as per the discretion of the Jeypore Dairy.

**02.** There will be no payment of incremental hike in diesel price during the contract period & engagement of manpower for loading and unloading of materials is the responsibility of the distributor-cum-transporter.

**03.** The distributor-cum-transporter will deposit Rs.10000/- (Rupees Ten thousands only) towards security money which is refundable & interest free (deposit reference \_\_\_\_\_).

**04.** The distributor’s margin money @ \_\_\_\_\_ per litre will be paid to the party on every fortnight on the basis of total milk quantity lifted during the last 15 days and on submission of the bill accordingly.

**05.** The distributor-cum-transporter should make advance deposit in bank at the prevailing retailers price and produce the deposit slip before lifting his indented quantity from Jeypore Dairy. The Omfed Retailers’ compensation scheme (ORCS) will not be applicable to the Distributor & the agents of the route. Whenever the rate of milk and products revises by Omfed, that will be applicable to the distributor-cum-transporter.

**06.** The distributor-cum-transporter will deposit Rs.2,00,000/- (Two Lakhs only) as advance deposit for lifting of milk and products during the Bank holidays/sundays.

**07.** In no case milk return will be entertained by Jeypore Dairy. However in case of any reasonable/ Justifiable ground if milk is returned in good condition, then the same will be adjusted after deposit of 10% penalty on the next day or after due approval from competent authority.

**08.** It is responsibility of the Distributor-cum-transporter to lift milk from Jeypore Dairy in insulated vehicle regularly in order to avoid any complain on milk quality and subsequently distribute same to Omfed agents at retailers price in \_\_\_\_\_ area under \_\_\_\_\_ route and so also to develop new counters who are not involved in selling Omfed milk.

**09.** Regarding marketing of milk products the distributor-cum- transporter is be allowed to lift products from Jeypore Dairy at Distributor/Wholesaler rate against advance payment for further distribution of products to the retailers of his operating area. However as per the requirement he will produce valid GST number within a month.

**10.** The Jeypore Dairy shall at any point of time make necessary rescheduling of the route allotted in favour of the distributor-cum-transporter as mentioned herein, keeping in view its business requirement and convenience.

**11.** The Jeypore Dairy will not be responsible for the advance money collected from any booth/ shops/customers or any other transaction by the distributor-cum-transporter.

**12.** The distributor-cum-transporter shall have to comply the statutory requirements in respect of man and machine (vehicles) deployed by him for performance of the contract as provided as under various Acts and Rules.

**13.** The distributor-cum-transporter shall intimate any change of staff and the vehicle whenever so necessitated either on instruction from the Jeypore Dairy side or due to business requirement of the distributor-cum-transporter. The distributor-cum-transporter shall also ensure that the statutory requirements under various Acts and Rules are complied while making such changes.

**14.** The distributor-cum-transporter will be fully responsible for the loss sustained or damage caused to men and materials of the Jeypore Dairy or third party by the vehicle or personnel deployed by the distributor-cum-transporter and indemnify for such type of losses / damages. The distributor-cum-transporter shall also arrange for immediate replacement of the vehicle in the event of accident of the vehicle engaged by him after intimating both orally and in writing to head of marketing division and ensure that services is not affected due to such accident.

**15.** The distributor-cum-transporter shall lodge claim within seven days of the billing period, which will be settled by Jeypore Dairy subject to deduction of any tax at source, which required to be deducted by the Jeypore Dairy under income tax Act. 1961 or any other Act & Rules time being in force.



**16.** The distributor-cum-transporter shall engage the vehicle in good running and road worthy condition. The vehicle staff deployed by the distributor-cum-transporter should possess adequate knowledge on prevailing Rules and Regulations applicable for operation of transport vehicles. The distributor-cum-transporter shall ensure that the vehicle staff are well mannered and courteous in their approach. There shall be no employer & employee relationship between the Jeypore Dairy and Distributor-cum-Transporter / or its staff. The distributor-cum-transporter shall provide the identity of the staff to be engaged beforehand to the Jeypore Dairy.

**17.** The distributor-cum-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 Jeypore Dairy shall have the right to debar the staff from its activities and on intimation: the distributor-cum-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 distributor-cum-transporters and / or his staff /s inside and / or outside the Dairy premises, and the security / EMD be forfeited besides imposition of further penalty.

**18.** The Jeypore Dairy shall debar the distributor-cum-transporter and its staff from entering into the operational area / premises of the Jeypore Dairy if it is so suspected or found involved in the activities like theft, fraud, dishonesty and unholy nexus with the security personal or corrupt officials of the Jeypore Dairy and mis-behaving with the officials of the Jeypore Dairy.

**19.** The distributor-cum-transporter shall take delivery of milk / other products as per delivery challan / invoice raised in his favour from Dairy dock after proper counting. .

**20.** The distributor-cum-transporter's vehicle shall report at Dairy dock as per loading and unloading schedule of the vehicle and immediately leave the Dairy premises after loading and unloading of the vehicle at Dairy dock as the case may be. Under no circumstances the vehicle will be allowed to be parked inside the plant premises before or after the loading / unloading excepting the time period required for the purpose.

**21.** The Jeypore Dairy shall have absolute right to check the vehicle at any time during the process of transportation / loading either through its designated officials / securities and imposed penalty in the event of detection of milk / other products in excess of quantity metioned 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 Jeypore Dairy.

**22.** The distributor-cum-transporter shall return duly filled in the acknowledged truck sheet along with all returnable container (like crates, cans etc) in good condition to the designated official of the Dairy. Any loss or damage caused to the containers/ or any pilferage & theft found during the process of transportation, shall be recovered from the claim of the distributor- cum-transporter. The cost to be recovered in the event of any loss of container and products are as under:-

- i) For crates - Rs.300/- per crate.
- ii) Up to 10 pkts. (½lit. pack) - 10 times of the MRP.
- iii) From 11 pkts. to 20 pkts. (½lit. pack) - 15 times of the MRP.
- iv) From 21 pkts. to 40 plts. (½lit. Pack) - 18 times of the MRP.
- v) From 41 pkts. & more. (½lit. Pack) 20 times of the MRP.
- vi)For any product Twice of MRP.

- 23.** The distributor-cum-transporters vehicle shall report to the designated official of the Dairy in time as specified by the marketing in-charge of the Dairy. In case of delay for the reason whatsoever, the Jeypore Dairy 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 distributor-cum-transporter.
- 24.** In case of delay in delivery, short delivery and non delivery of milk/products by the distributor-cum-transporter to the retail point causing loss sustained by the retailer, Jeypore Dairy shall have right to impose penalty on the distributor-cum-transporter which shall be recovered from his bill.
- 25.** The distributor-cum-transporter shall not use his vehicles for any other activities like transportation of materials other than that of the Jeypore Dairy or passengers while carrying goods of Omfed or returning en-route. If the distributor-cum-transporter is found engaged in such type of activities then the Jeypore Dairy shall have the right to impose penalty of up to Rs.1000/- per instance which may also lead to cancellation of agreement.
- 26.** The distributor-cum-transporter shall not have any right to assign / transfer the right to operate vehicle under this agreement. In case of the breakdown of the engaged vehicles, the distributor-cum-transporter shall have to take prior permission to engage any other vehicle as a replacement for a temporary period only. In such case the distributor-cum-transporter shall be liable for all the acts and payment of the replaced vehicle.
- 27.** The distributor-cum-transporter or it's staff 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 distributor-cum-transporter or his staff will be liable for the loss with penal action as per law including termination of contract.
- 28.** 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 spirit of the agreement, failing such attempt, the same shall be referred to the Managing Director, Omfed by either party, and the decision of the Managing Director, Omfed shall be final.
- 29.** Either party shall have the right to part from this agreement by giving at least 1(one) month period notice in writing on either side.
- 30.** If the insulated vehicle is disturbed due to breakdown or accident or any other reason, the insulated vehicle will have to be brought back into service within 15 days, failing which the agreement will be terminated. A penalty of 10% of the approved rate will be deducted from the fortnight bill submitted by the distributor-cum -transporter during the period of non engagement of insulated vehicle.
- 31.** If the distributor-cum-transporter violates any of the terms and conditions, this agreement will be terminated immediately and the security will be forfeited pending finalization of bills.
- 32.** Only vehicle owner can apply for distributor-cum-transporter.
- 33.** In case of further downfall of milk marketing penalty will be imposed.
- 34.** In case of any dispute pertaining of this agreement, the jurisdiction of civil court at Jeypore will apply.

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

By and for the distributor-cum-transporter

For and on behalf of

Signature of the distributor-cum-transporter. Full

Name : \_\_\_\_\_

Address : \_\_\_\_\_

Telephone No.: \_\_\_\_\_

**(For & on behalf of the Orissa State Cooperative  
Milk Producers' Federation Limited)**

**In the presence of :**

**In the presence of :**

1. Signature : \_\_\_\_\_

1. \_\_\_\_\_ Signature:

Full Name : \_\_\_\_\_

Full Name: \_\_\_\_\_

Address : \_\_\_\_\_

Address: \_\_\_\_\_

2. Signature : \_\_\_\_\_

2. \_\_\_\_\_ Signature:

Full Name : \_\_\_\_\_

Full Name: \_\_\_\_\_

Address : \_\_\_\_\_

Address: \_\_\_\_\_

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