



SAMBALPUR DAIRY.

SI No-----

MR No.

**TENDER FOR ENGAGEMENT OF DISTRIBUTOR-CUM-TRANSPORTER ON PER LITRE COMMISSION BASIS
AT SAMBALPUR DAIRY.**

Submission of filled in Tender documents -

Up to 1.00PM of **dt.16.10.2019**

Opening of Tender-

3.00PM on **dt.16.10.2019**

Name of Tenderer _____

Address: _____

Telephone No. _____

Fax No. _____

Cost of Tender document: - Rs.560.00

(Including GST)

OMFED, SAMBALPUR DAIRYAT-GOSHALA, PO-KALAMATI, DIST- SAMBALPUR-768025

Phone: - 0663-2570 829, Fax:- 0663-2571 072

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OMFED, SAMBALPUR DAIRY AT-GOSHALA, PO-KALAMATI, DIST- SAMBALPUR-768025
Phone: - 0663-2570 829, Fax:- 0663-2571 072.

TENDER NOTICE FOR ENGAGEMENT OF DISTRIBUTOR-CUM-TRANSPORTER AT SAMBALPUR DAIRY.

Omfed Sambalpur Dairy invites sealed offers for engagement of one Distributor-cum-Transporter having 1600 litres carrying capacity insulated vehicle, for distribution of Milk and Milk products in its **Goshala-Raigarh` Milk Marketing Route**. The Transporters shall have to submit their offer **on per liter of milk sale commission basis** for transportation & distribution of milk including milk products for a period of **03 years**.

Interested Transporters shall have to purchase & submit complete set of Tender document, duly signed in each page indicating their **desired commission per Litre of Milk sale**, towards transportation and distribution of milk and milk products in the said route. The tender document can be purchased from OMFED Sambalpur Dairy on payment of **Rs.560/-** only in cash on any working days from **dt.02.10.2019 to 16.10.2019** within office hours or be downloaded from the website www.omfed.com & submitted with **D.D of Rs.560/-** in favour of OMFED Sambalpur Dairy, payable at Sambalpur, towards cost of Tender paper. Filled in tender paper along-with EMD of **Rs.5,000/-** for the route, along-with the required documents/certificates should reach Sambalpur Dairy latest by **dtd.16.10.2019** up to **1.00PM** and the offers will be opened on the same day **at 3.00PM** at Sambalpur Dairy in presence of transporters or their authorized representatives. For details, please visit website 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 The corrigendum/amendment to this notice if required shall be published only in OMFED website and will not be published again in newspaper.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 of all the offers without assigning any reason thereof.

**Plant Manager
Sambalpur Dairy.**

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TYPE OF VEHICLE REQUIRED FOR THE MILK ROUTE & OTHER DATAS.

Sl. No	Name of the Route/Area to be covered.	Existing distance to be covered in Kms.	Proposed Distance to be covered.	Existing vehicle carrying capacity in MT	Proposed vehicle carrying capacity in MT.	Present Milk sale in Avg. Liters per Day	Present Product sale in Avg. Value (Rs.) per month.	Proposed milk sale in Avg LPD	Proposed product sale in Avg. value	Current no. of Retailers	Engagement time
01	Goshala - Raigarh via Bhatli, Bhukta-Saria-Pushore-Raigarh & back to Sambalpur Dairy.	370 Kms.	290 Kms. (Approximately)	1600 Ltrs.	1600 Ltrs.	400 LPD.	7,28,423.27 Avg. per month. (Calculating the product sale figure from Jan.19 to June-19) (FLUSH PERIOD)	500 LPD.	7,64,844.50 Avg. per month.	07	11.0PM to 10.0AM

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OMFED, SAMBALPUR DAIRY AT-GOSHALA, PO-KALAMATI, DIST- SAMBALPUR-768025

Phone: - 0663-2570 829, Fax:- 0663-2571 072.

TERMS & CONDITIONS FOR APPOINTMENT OF DISTRIBUTOR-CUM-TRANSPORTER ON COMMISSION BASIS.

- A. Sealed Tenders are invited from the interested persons for appointment of Distributor-cum-Transporter on per liter commission basis for supply of Milk to the Retailers of **Goshala-Raipur Milk Marketing Route.**
- B. The Distributor-cum-Transporter is to purchase milk at the prevailing retailer price and milk products at Wholesaler's 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 Sambalpur 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 insulated vehicle.
- G. In case hired vehicle, the Distributor-Cum-Transporter has to furnish the related documents to this effect i.e. Agreement/Affidavits with the Leasing Transporter and Vehicle Registration Certificate in the name of Leasing Transporter.
- H. The Distributor-Cum-Transporter shall have proper coal chain facility.
- I. The Distributor-Cum-Transporter will have to deposit a lump sum 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, from the retailers.
- 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 Sambalpur 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 cannot 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 of Rs.100/-(Rupees one hundred) only
- S. The Distributor-cum-Transporter will be given 1% extra milk (for every multiples of 50 litrs.) on the indent quantity for any leaky replacement.
- T. The decision of Managing Director in any other matter is final and binding.

**Plant Manager
Sambalpur Dairy.**

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TENDER APPLICATION FORM

To

The Plant Manager,
OMFED Sambalpur Dairy
At- Goshala, PO- Kalamati
Dist- Sambalpu-768025(Odisha).

Sub: - Tender for engagement of Distributor Cum Transporter on per liter commission basis.

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	Approximate Distance covered in the Route.	Minimum Quantity of milk proposed to be lifted in liters. from Sambalpur Plant per day	Type and capacity of the vehicle	Per Liter commission including all charges	Remarks
01.	Goshala-Raipur Milk Marketing Route.					

The purchaser 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.5,000.00** deposited vide DD No._____ dated _____ of Bank _____.

I/we hereby declare that I/we have gone through in details terms and conditions stated in tender documents before filling up our rate & submission of the tender paper. I/we agree to abide by the terms and conditions stipulated by the Federation/Plant Manager, Sambalpur Dairy.

Full signature

Name_____

Address_____

Telephone No._____

Encl: - 1- Original Money receipt/DD for purchase of tender paper.

2- Original Bank Draft for EMD

3- Xerox copy of the R C Book, Insurance, Driving license etc. for Van & TIN & SRIN etc.

4-Other if any

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(On selection, the Distributor-cum-Transporter is to be executed the following agreement on Non-judicial stamp paper worth of Rs.100/- (Rupees one hundred)

DRAFT AGREEMENT.

THIS AGREEMENT is made on this day of _____2019 at Sambalpur between (1) "The Odisha 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-7 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 Sambalpur Dairy is interested to engage Distributor-cum-Transporter for transportation and distribution of milk and other products from its Sambalpur Dairy to the Wholesalers/retailers of _____route.

AND WHEREAS, the Distributor-cum- Transporter is agreed to provide and operate his insulated vehicle bearing Regd.No. _____ Model _____ with carrying capacity ____ MT for transportation and distribution of Milk on per liter commission basis and also other milk products on wholesale price being produced and marketed by the Sambalpur Dairy.

NOW THEREFORE THIS AGFEEMENT WITNESSES AS FOLLOWS:

01. This agreement is valid for a period of _____years commencing from dtd. _____to _____ @ Rs. _____per liter towards commission for transportation and distribution of OMFED milk, subject to the distributor-cum-transporter maintaining insulation of the deployed vehicle and abiding by the terms of the contract. The agreement period shall be extended or curtailed as per the discretion of the Sambalpur 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.10,000.00(Rupees ten thousand only) towards security money which is refundable and interest free (deposit reference _____).
04. The distributor's margin money @ _____per liter 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 Sambalpur 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. No product (Milk / Products) shall be given to the Distributor without advance payment.
07. In no case milk return will be entertained by Sambalpur 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 the responsibility of the Distributor-cum-Transporter to lift milk from Sambalpur 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 Sambalpur 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 Sambalpur 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 Sambalpur 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 (vehicle) 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 provision of the OMV act as well as road traffic.
13. The distributor-cum-transporter shall intimate any change of staff and the vehicle whenever so necessitated either on instruction from the Sambalpur 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 which 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 Sambalpur 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 Sambalpur dairy subject to deduction of any tax and source, which required to be deducted by the Sambalpur Dairy under income tax act.1961 or any other Act and Rules time being in force.
16. The distributor-cum-transporter shall engage the vehicle in good running and road worthy condition. The vehicle shall deployed by the distributor-cum-transporter should possess adequate knowledge on prevailing Rules and Regulation applicable for operation of transport vehicle. 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 Sambalpur 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 Sambalpur 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 Sambalpur 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-transporter 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 Sambalpur Dairy shall debar the distributor-cum-transporter and its staff from entering into the operational area/premises of the Sambalpur 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 Sambalpur Dairy and mis-behaving with the officials of the Sambalpur 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 Sambalpur 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 mentioned 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 Sambalpur 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 container/ 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 theft/loss of container and products are as under.

i) For crates-	-Landing cost of the crate to OMFED
ii) Up to 10 Pkts. To 20 pkts.(1/2 lit.pack)	-10 times of the Retail price.
iii) From 11 pkts to 20 pkts.(1/2lit.pack)`	-15 times of the Retail price.
iv) From 21 ptk to 40 pkts.(1/2 lit.pack	-18 times of the Retail Price.
v) From 41 pkts. & more (1/2 Lit.pack)	-20 times of the Retail Price.
vi) For any product-	-Twice of the Retail Price.
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 Sambalpur 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. Sambalpur 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 Sambalpur 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 Sambalpur 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 dues of the replaced vehicle.
27. The Distributor-cum-transporter or its 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 (one) month period notice in writing on either side. Since the supply is essential in nature the distributor-cum-transporter may be asked to continue his service till arrangement of an alternative party by Sambalpur Dairy.
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 Sambalpur will apply.

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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

(Signature of the distributor-cum-
Transporter).

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

Full Name _____

Address: _____

Telephone No. _____

In the presence of

In the presence of

1. Signature _____

Full Name _____

Address _____

1. Signature _____

Full Name _____

Address _____

2. Signature _____

Full Name _____

Address _____

2. Signature _____

Full Name _____

Address _____