



SI No-----

MR No._____

Date:_____

**TENDER FOR ENGAGEMENT OF DISTRIBUTOR-CUM-TRANSPORTER ON PER LITRE COMMISSION BASIS
FOR DISTRIBUTION OF MILK & MILK PRODUCTS.**

Tender submitted for the Route/Cluster _____

Submission of filled in Tender documents -

Up to 2.00PM on **24.03.2020**

Opening of Tender-

3.00PM on **24.03.2020**

Name of Tenderer _____

Address: _____

Telephone No. _____

Cost of Tender document: - Rs.560.00

(Including GST)

THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD.

D-2, SAHID NAGAR, BHUBANESWAR 751007

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TENDER NOTICE FOR ENGAGEMENT OF DISTRIBUTOR-CUM-TRANSPORTERS.

Omfed invites sealed offers for engagement of Distributor-cum-Transporters having different carrying capacity insulated vehicles for distribution of Milk and Milk products in its **various Marketing Routes/Clusters (as Annexed in the tender Documents)**. Interested parties shall have to submit their offer **on per liter of milk commission basis** for transportation & distribution of milk including milk products for a period of **03 years**.

Interested parties shall have to purchase & submit complete set of Tender document, duly signed in each page indicating their **desired commission per Litre of Milk sale**, for transportation and distribution of milk and also milk products in their allotted routes/cluster. The tender document can be purchased from respective Dairies of OMFED on payment of **Rs.560/-** only in cash on any working days from **dt.04.03.2020 to 23.03.2020** within office hours or be downloaded from the website www.omfed.com & submitted with **D.D of Rs.560/-** in favour of OMFED payable at concerned Dairy, towards cost of Tender paper. Filled in tender paper along-with EMD of **Rs. 5000/-** for each route/cluster along with the required documents/certificates should reach at respective Dairy on **dtd.24.03.2020** up to **2.00PM** and the offers will be opened on the same day **at 3.00PM** at concern Dairy in presence bidders 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 The corrigendum/amendment to this notice if required shall be published only in OMFED website and will not be published again in newspaper.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.

**Managing Director
OMFED**

MILK ROUTES/CLUSTERS UNDER DIFFERENT DAIRIES & RELATED INFORMATION

| Name of the Dairy | Name of the Route/ Cluster | Areas covered | Proposed Distance (To & Fro) | Proposed Vehicle Capacity (in Kg) | Proposed Milk Sale (in Avg Litre Per Day) | Proposed Product Sale (in Avg. Value per Day) |
|--|-----------------------------------|---|------------------------------|-----------------------------------|---|---|
| A. SALAPADA DAIRY, SALAPADA, GHASIPURA, DIST;- KEONJHAR, ODISHA | | | | | | |
| 1 | Salapada-Brahmanipal | Garage Chowk, Khaparakhia, Ghasipura, Saliang, Gohira, Talagaon, Dhakota, Kanto, Deogaon, Kesdurupal, Brahmanipal, Tata Colony, Chitri | 150 | 1000 | 800 | 7000.00 |
| 2 | Salapada-Ramachandrapur-Chanapadi | Salapada, Anandpur, Fakirpur, Salabani, Chenapadi, Hatadihi, Belabahari, Toll Gate, Benapada, Padana, | 90 | 1400 | 1150 | 10000.00 |
| 3 | Salapada-Kaliapani | Tomka, Hatibari, Kaliapani, Sukinda | 220 | 2000 | 1500 | 14000.00 |
| 4 | Salapada-Korei | Ragadi, Korei, Baitarani | 95 | 2200 | 1800 | 14000.00 |
| 5 | Salapada-Jakhapura | Kanheipur, Jakhapura, Dhabalagiri, Khosalpur, Danagadi | 110 | 4000 | 3400 | 28000.00 |
| 6 | Jajpur Raod Central | Main Road, Bus Stand, medical, Sankhachila | 100 | 3300 | 2840 | 23000.00 |
| 7 | Salapada-Neulapur | Sathipur, Basudev, Panikoili, Toll Gate, Kuakhia, Jakadia, Jarka, Dharmasala, Neulapur | 180 | 2500 | 2030 | 18000.00 |
| 8 | Salapada-Chatia | Duburi, Kabatabandha, Balisahi, Darpani, Chandikhhol, Badachana, Chatia, Barada, Tangi | 240 | 2500 | 1990 | 19000.00 |
| 9 | Salapada- Bari (via-Haripur) | Haripur, Baruan, Bari, Kaipada, Ratnagiri, Brahambarada, Bandhadihi, Balia | 264 | 2900 | 2500 | 20000.00 |
| 10 | Jajpur Town-I | Block Chowk, Red Cross, Bada Bazar, Gandhi Chowk, Belampur, LIC, Structure Chowk, Dobal, Kuansarpur,Rambagh, Jhumpuri, Ahiyasha, Mangalpur | 180 | 2200 | 1870 | 19000.00 |
| 11 | Jajpur Town-II | Khandara, Tarini, Bijipur, Kapasi, Binjarpur, Singpur | 190 | 4000 | 3310 | 28000.00 |
| B. ANGUL DAIRY, PANCHMAHALA, ANGUL TOWN, DIST:-ANGUL, ODISHA | | | | | | |
| 1 | Athamallik | Banatala, Badakera, jarapada, Boinda, Bamur, Nakachi, Handapa, Kishorenagar, Madhapur, Athamallik, Thakurgarh | 230 | 2100 | 1850 | 40000 |
| 2 | Chendipada | Hemsapada, Railway Station, Raniguda, Kumanda, Jarasingha, Jindal, Koshala, Chendipada, Bagadia, Budhapala, Rengali. | 188 | 1500 | 1150 | 10000 |
| 3 | NTPC, Kania | Talcher first gate, Milk Disrtibutor-Tch, Godibandha, NTPC Kaniha, Deranga. | 130 | 1500 | 1300 | 20000 |
| 4 | Talcher-I | Balaram Prashad, Thermal(TTPS), Balhar Sq., Saranga, Parjang, Kuala, Talcher Nua Bazar, By pass Sq., Kalinga Market, Hatatota, ITI Sq., Machha Market, Sharma Square, Railway Station, Handidhua, Derra | 130 | 2500 | 2200 | 10000 |
| 5 | Talcher-II | FCI Sq., Central Market, Jiranga Chowk, Balaram Prashad, FCI Munda Bazar, Balanda, Anata Colliary, Jagannath Colliary, N.S.Nagar, Kalinga, Jamu Bahali, Kalamachui, Gopal Prashad, Kumuda | 100 | 1700 | 1500 | 12000 |
| C. BHAWANIPATNA DAIRY, BHAWANIPATNA, DIST:-KALAHANDI, ODISHA | | | | | | |
| 1 | Rayagada | Muniguda, Bisama Katak, JK Pur, Rayagada Town | 300 | 1500 | 1150 | 5000 |

A. ELIGIBILITY OF BIDDER

1. Financially sound.
2. At least two years experience in Perishable Goods like Milk, Milk Products or FMCG business.
3. The firm/Agency/Party shall have own Godown Facilities.
4. The firm/Agency/Party shall furnish the IT return of last 2 years.
5. The firm/Agency/Party should have own vehicle/leased vehicle preferably insulated.
6. If not insulated, the selected firm/Agency/Party should give undertaking to make the vehicle insulation within a month from the date of work order.
7. If own vehicle, the firm/Agency/Party should produce the vehicle registration document (R.C Book).
8. In case of lease vehicle, the firm/Agency/Party should produce lease agreement of vehicle
9. The firm/Agency/Party shall have to submit vehicle Fitness certificate
10. The firm/Agency/Party shall have valid Insurance certificate of the Vehicle
11. The firm/Agency/Party shall have Cold Chain facilities like freeze, bottle cooler etc.
12. The firm/Agency/Party shall have adequate field staff.
13. The firm/Agency/Party shall have valid GST Number.
14. The firm/Agency/Party shall have valid FSSAI license.
15. The firm/Agency/Party should not adopt any unfair means for allotment of said Distributor cum Transporter. The firm/Agency/Party may submit the record in respect of having number of vehicle and drivers at his disposal so as to ensure for plying the vehicle, in case of breakdown of original vehicle.

B. SELECTION AND ALLOTMENT

1. The firm/Agency/Party who fulfils the eligibility criteria shall furnish the require information in the prescribed application form available in the tender document.
2. The eligible firm/Agency/Party shall quote the price (Per litre commission) in the tender form of tender document and submit the same in a sealed envelope within schedule time & date along with the tender document.
3. Work order will be issued to the selected L₁ Bidder only after execution of agreement, insulation and branding of vehicle within a month before deployment of vehicle as Distributor cum Transporter.
4. In case of noncompliance of above mentioned criteria within the stipulated period, the EMD amount of the selected bidder shall be forfeited & black listed for participating in any tender in future.

C. TERMS & CONDITIONS.

01. 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 _____ **Cluster under** _____ **Milk Marketing Route.**
02. The commission margin quoted by the Distributor cum Transporter shall be valid for 03 years. Once the Commission of the Distributor-cum-Transporter is fixed, it cannot be changed during the contract period (subject to decision of OMFED management).
03. The per litre of milk commission shall be released to the Distributor cum Transporter on weekly basis.
04. 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.
05. The Distributor-cum-Transporter has to give one day advance deposit towards cost of Milk & products before raising of invoices from Operating Dairy. The amount is to be paid as per indent in shape of cash/NEFT or through POS machines. In case of deposit in the Bank, the deposit slip to be produced before lifting of milk and milk products.
06. If The Distributor-Cum-Transporter intend to avail credit facility for 7 days, the Bank Guarantee of the value of average 15 days sale proceeding to be submitted. The Bank Guarantee amount would be increased proportionately on incremental growth of milk sale.
07. If The Distributor-Cum-Transporter intend to sell milk products along with milk, then an Undertaking (as annexed) will be submitted.
08. The Distributor cum Transporter will furnish an undertaking (as annexed) not to deal with other competitor brand milk & milk products.
09. It is mandatory for the Distributor-Cum-Transporter to carry the indented quantity of products of other Product distributors & Institutions of his allotted area/cluster.
10. The Distributor-Cum-Transporter will be awarded 1% of the product value of other Product distributors & Institutions of his allotted area/cluster, which will be paid on weekly basis.
11. The Distributor cum Transporter must agree to lift milk & Milk product as per market demand in the allotted route/cluster. S/He shall have to engage the required capacity of vehicle for both morning & evening marketing as per the market demand, wherever/whenever necessary. Otherwise, the Distributor-Cum-Transporter will be penalized to the extent of the value of un-lifted quantity.
12. The Distributor-Cum-Transporter shall have to arrange to cover untapped areas as instructed by the local Omfed Management time to time.
13. The Distributor-Cum-Transporter will provide the detail information of the registered agent/s regarding their de-growth, disloyalty and involvement in illegal trade practice.
14. The Distributor cum Transporter should have valid GST No. for lifting of OMFED products at Wholesaler price.
15. The Distributor-Cum-Transporter should have valid FSSAI License.
16. The Distributor-Cum-Transporter shall have his own insulated vehicle. 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.

17. The Distributor-Cum-Transporter shall have proper cold chain facility.
18. The Distributor-Cum-Transporter will have to submit his willingness for deposit of interest free Security Money of Rs.1.5 Lakh for average lifting of 1000 liters or less. For over and above 1000 ltrs, the additional security deposit to be deposited on the basis of Rs.1.0 Lakh per every 1000 ltrs. The said security Deposit is to be deposited in shape of DD.
19. Transportation, Distribution, loading and unloading of milk is at Distributor-cum-Transporter risk and cost. The Distributor-Cum-Transporter shall make necessary insurance for goods transported and distributed by him.
20. OMFED will not be responsible for any advance collection by the Distributor-cum-Transporter, from the retailers/Institutions/any other outlets.
21. 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 Dairy and after deposit of 10% amount on milk cost as penalty by the Distributor cum Transporter.
22. The ORCS scheme given to the registered Omfed agents is not applicable for the Distributor-cum-Transporter. List of non registered agents, who sells more than 50 ltrs a day shall be submitted time to time by the Distributor-Cum-Transporter for converting them for Registered Agents to avail the ORCS benefits.
23. The Distributor-Cum-Transporter will have to submit daily distribution sheet/s of both agents and non-agents with due acknowledgement.
24. 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.
25. The Distributor-cum-Transporter cannot sale milk to the retailer either more or less than the retailer price fixed by OMFED.
26. 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/cluster.
27. The Distributor-cum-Transporter has to execute an agreement in a non judicial stamp paper worth of Rs.100/-(Rupees one hundred) only
28. The Distributor-cum-Transporter will be given 1% extra (one packet) milk for every 50 ltrs. (100 Pkts.) of milk towards leaky replacement.
29. The Distributor cum Transporter will not encroach the marketing operational areas of existing product distributor.
30. The Distributor cum Transporter will create new outlets in his allotted route/cluster in consultation with marketing incharge of concerned Dairy.
31. Since OMFED duty is an essential service, Distributor cum Transporter can disengage his vehicle only after serving 03 month advance notice. But he will have to operate in the allotted route / Cluster at the approved price till any alternative arrangement is made by OMFED for continuance of milk & milk products supply. But Omfed has the right to terminate the contract by giving one month notice in writing.
32. The decision of Managing Director of OMFED in any manner in this respect is final and binding.

D. TERMINATION AND CANCELLATION OF CONTRACT:

Omfed has the right to cancel/terminate, if the allotted Distributor cum Transporter:

- (a) Does not start his business within 30 days of work order.
- (b) Involve in supplying competitor brand Milk and Milk Products other than Omfed.
- (c) Sells narcotic materials like Pan, Cigarette, Tobacco, Foreign Liquor etc.
- (d) Does not achieve the target fixed time to time by Omfed.
- (e) Sublets the work order to other.
- (f) Any other practice, which hampers the reputation and business of Omfed.

**Managing Director
OMFED**

| APPLICATION FORM FOR DISTRIBUTOR cum TRANSPORTER | | | | | |
|--|--|------------------------|-----------------|---|-----------------|
| A. PERSONAL DATA | | | | | |
| 1 | Name of the Applicant :- | | | | |
| 2 | Father's / Husband's Name :- | | | Affix Passport Size Recent Colour Photograph | |
| 3 | Address for Communication:- | 4. Permanent Address:- | | | |
| 5 | Proposed Route/Cluster of Distributorship:- | | | | |
| 6 | Name of the District:- | | | | |
| B. CREDENTIAL DATA | | | | | |
| 1 | Experience in Milk, Milk Products / FMCG | | | | |
| 2 | Any Experience in OMFED Business | | | | |
| 3 | Existing Network | | | | |
| 4 | Area of Operation | | | | |
| 5 | Distribution Channel | | | | |
| 6 | Annual Turnover (only of FMCG) | | | | |
| C. FEASIBILITY DATA | | | | | |
| | PARTICULARS | EXISTING | UTILISED | SPARE | PROPOSED |
| 1 | INFRASTRUCTURAL FEASIBILITY | | | | |
| a) | Godown facilities (Area Space) | | | | |
| b) | No. of freezer/ Bottle Cooler | | | | |
| c) | No. of Insulated Vehicle | | | | |
| d) | No. of field staff for distribution | | | | |
| e) | Alternative arrangement for power failure | | | | |
| f) | Others (if any) | | | | |
| 2 | MARKETING FEASIBILITY | | | | |
| a) | No. of agent | | | | |
| b) | No of Outlet (wholly owned) | | | | |
| c) | Area Covered | | | | |
| d) | Cold Chain Facility to Agent | | | | |
| e) | Own Advertisement | | | | |
| f) | Sale Growth | | | | |
| g) | Potential Customers (Hotel, Colony, etc) | | | | |
| h) | Others (if any) | | | | |
| 3 | FINANCIAL / STATUTORY FEASIBILITY | | | | |
| a) | Constitution (Proprietorship /Partnership/ Co) | | | | |
| b) | Sales Projection for 3 Yrs. | | | | |
| c) | I.T Return (Past 3 Yrs.) | | | | |
| d) | SRIN/TIN/CST No. | | | | |
| e) | Food Licence No | | | | |
| f) | Trade Licence (if any) | | | | |
| g) | Source for Project Financing (Own/Bank) | | | | |
| h) | Source of Working Capital(Own/Bank) | | | | |
| I) | Others (if any) | | | | |

NB:- The self attested photocopies of relevant documents (as mentioned above) to be attached alongwith for verification.

SIGNATURE OF THE APPLICANT

TENDER APPLICATION FORM FOR PRICE BID

To

The Plant Manager,
OMFED
_____ Dairy

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/ Cluster | Approximate Distance covered in the Route/ Cluster. | Minimum Quantity of milk proposed to be lifted in liters. from _____ Dairy per day | Type and capacity of the vehicle | Per Liter commission including all charges | Remarks |
|---------|----------------------------|---|--|----------------------------------|--|---------|
| | | | | | | |

The purchase of tender documents & EMD details are furnished below:-

01. Cost of tender paper Rs.560.00 deposited vide MR/DD 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, _____ 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 & Valid GST No., PAN Card etc.

4-Other if any

(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 _____ 2020 at _____ 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 _____ Dairy is interested to engage Distributor-cum-Transporter for transportation and distribution of milk and milk products from its _____ Dairy to _____ route/Cluster.

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 _____ Dairy.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

01. This agreement is valid for a period of 03 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 Omfed.
02. Once the Commission of the Distributor-cum-Transporter is fixed, it cannot be changed during the contract period (subject to decision of OMFED management).
03. The Distributor-Cum-Transporter shall have his own insulated vehicle. 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.
04. The Distributor-Cum-Transporter shall have proper cold chain facility.
05. Transportation, Distribution, loading and unloading of milk is at Distributor-cum-Transporter risk and cost. The Distributor-Cum-Transporter shall make necessary insurance for goods transported and distributed by him.
06. The Distributor-Cum-Transporter will have to submit his willingness for deposit of interest free Security Money of Rs.1.5 Lakh for average lifting of 1000 liters or less. For over and above 1000 ltrs, the additional security deposit to be deposited on the basis of Rs.1.0 Lakh per every 1000 ltrs. The said security Deposit is to be deposited in shape of DD.
07. The distributor’s margin money @ _____ per liter will be paid to the party on weekly basis on the basis of total milk quantity lifted during the last 7 days and on submission of the bill accordingly.
08. The Distributor-cum-transporter should make advance deposit in bank at the prevailing retailers price for milk and prevailing distributor price for products & produce the deposit slip before lifting his indented quantity from _____ Dairy. Whenever the rate of milk and products revises by Omfed that will be applicable to the distributor-cum-transporter.
09. If The Distributor-Cum-Transporter intend to avail credit facility for 7 days, the Bank Guarantee of the value of average 15 days sale proceeding to be submitted. The Bank Guarantee amount would be increased proportionately on incremental growth of milk sale.
10. If The Distributor-Cum-Transporter intend to sell milk products along with milk, then an Undertaking (as annexed) will be submitted.

11. It is mandatory for the Distributor-Cum-Transporter to carry the indented quantity of products of other Product distributors & Institutions of his allotted area/cluster.
12. The Distributor-Cum-Transporter will be awarded 1% of the product value of other Product distributors & Institutions of his allotted area/cluster, which will be paid on weekly basis.
13. The Distributor cum Transporter must agree to lift milk & Milk product as per market demand in the allotted route/cluster. S/He shall have to engage the required capacity of vehicle for both morning & evening marketing as per the market demand, wherever/whenever necessary. Otherwise, the Distributor-Cum-Transporter will be penalized to the extent of the value of un-lifted quantity.
14. In no case Milk/Products return will be entertained by _____ 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.
15. It is the responsibility of the Distributor-cum-Transporter to lift milk from _____ 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 to create new outlets in his allotted route/cluster in consultation with marketing incharge of concerned Dairy.
16. The Distributor-Cum-Transporter will provide the detail information of the registered agent/s regarding their de-growth, disloyalty and involvement in illegal trade practice.
17. The Distributor-Cum-Transporter shall have to arrange to cover untapped areas as instructed by the local Omfed Management time to time.
18. The _____ Dairy shall at any point of time make necessary rescheduling of the route/cluster allotted in favour of the distributor-cum-transporter as mentioned herein, keeping in view its business requirement and convenience.
19. The Distributor cum Transporter should have valid GST No. for lifting of OMFED products at Wholesaler price.
20. The Distributor-Cum-Transporter should have valid FSSAI License.
21. OMFED will not be responsible for any advance collection by the Distributor-cum-Transporter, from the retailers/Institutions/any other outlets.
22. The distributor-cum-transporter will be fully responsible for the loss sustained or damage caused to men and materials of the _____ 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.
23. 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.
24. Omfed 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 Omfed.
25. The Distributor-Cum-Transporter will have to submit daily distribution sheet/s of both agents and non-agents due acknowledgement.
26. The ORCS scheme given to the registered Omfed agents is not applicable for the Distributor-cum-Transporter. List of non registered agents, who sells more than 50 ltrs a day shall be

- submitted time to time by the Distributor-Cum-Transporter for converting them for Registered Agents to avail the ORCS benefits.
27. 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. _____ Dairy shall have right to impose penalty on the distributor-cum-transporter which shall be recovered from his bill.
 28. 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.
 29. 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/cluster.
 30. The Distributor-cum-Transporter will be given 1% extra (one packet) milk for every 50 litres. (100 Pkts.) of milk towards leaky replacement.
 31. The Distributor cum Transporter will not encroach the marketing operational areas of existing product distributor.
 32. Since OMFED duty is an essential service, Distributor cum Transporter can disengage his vehicle only after serving 03 month advance notice. But he will have to operate in the allotted route / Cluster at the approved price till any alternative arrangement is made by OMFED for continuance of milk & milk products supply. But Omfed has the right to terminate the contract by giving one month notice in writing.
 33. Omfed has the right to cancel/terminate, if the allotted Distributor cum Transporter:
 - Does not start his business within 30 days of work order.
 - Involve in supplying competitor brand Milk and Milk Products other than Omfed.
 - Sells narcotic materials like Pan, Cigarette, Tobacco, Foreign Liquor etc.
 - Does not achieve the target fixed time to time by Omfed.
 - Sublets the work order to other.
 - Involve directly or indirectly on strike individually or jointly to affect the business of Omfed in any manner.
 - Any other practice, which hampers the reputation and business of Omfed.
 34. 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.
 35. 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.
 36. In case of any dispute pertaining of this agreement the jurisdiction of civil court at Bhubaneswar 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

(Signature of the distributor-cum-Transporter).

Full Name _____

Address: _____

Telephone No. _____

In the presence of

1. Signature _____

Full Name _____

Address _____

2. Signature _____

Full Name _____

Address _____

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

In the presence of

1. Signature _____

Full Name _____

Address _____

2. Signature _____

Full Name _____

Address _____

FORMAT OF AFFIDAVIT
BEFORE THE NOTARY PUBLIC

DECLARATION AND UNDERTAKING IN THE FORM OF AFFIDAVIT

I, Shri _____ aged about _____ years,
S/O: _____ Vill: _____ P.O. _____
P.S. _____ Dist. _____ at present residing
at _____ do hereby solemnly affirm and declare on oath as follows.

1. That, I am the deponent of this affidavit.
2. That, I had applied for engaging me as a Distributor cum Transporter on per litre commission basis in _____ cluster/ route.
3. That, I have selected and appointed by the OMFED management vide letter No. _____ dated. _____ as a Distributor cum Transporter for distribution of milk in the allotted cluster/route on per litre milk commission basis and also lifting of products at Distributor price.
4. That, being agreed to the terms and conditions stipulated in the tender document, I do hereby undertake not to claim for any hike in commission margin during the contract period of _____ years.
5. That, I do hereby undertake that I will not deal with any competitor brand milk and milk products other than OMFED during the contract period.
6. That, I do hereby undertake that I will not stop plying of vehicle for distribution of milk and products in the allotted cluster/route during the contract period.
7. That, the present Undertaking is required to be produced before OMFED management which will be treated as part and parcel of the agreement to be executed with OMFED for engaging me as a Distributor cum Transporter on per litre commission baiss as per offer letter stated above.

VERIFICATION

I the above named deponent do hereby verify and sign the Undertaking on this _____ day of _____ 2020

Identified by me

DEPONENT

ADVOCATE

The above named deponents identified by _____ Advocate _____, appears before me and state on oath that the contents of this affidavit are true to the best of his knowledge.

DEPONENT

NOTARY PUBLIC