

SI No	MR No
	Date:
TENDER FOR ENGAGEMENT OF DISTRIBUTOR-CUM-TRANSPORTER ON PER LIT FOR DISTRIBUTION OF MILK & MILK PRODUCTS.	RE COMMISSION BASIS
Tender submitted for the Route/Cluster	
Name of the Dairy:	
Submission of filled in Tender documents - Up to 2.00PM on 18/03/2024	
Opening of Tender-3.00PM on 18/03/24 Name of Tenderer	
Address:	
Telephone No	
Cost of Tender document: - Rs1180.00 (Including 18 GST)	
THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEE	DERATION 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 **Bhawanipatna to Patnagargh & Bhawanipatna to Baliguda 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.1180.00 only in DD on any working days from dt. 06/03/2024 to 18/03/20234 (up to 1 PM) within office hours or be downloaded from the website <a href="www.omfed.com">www.omfed.com</a>& submitted with D.D of Rs.1180.00 in favour of OMFED payable at Bhawanipatna towards cost of Tender paper. Filled in tender paper along-with EMD of Rs. 10,000/- for each route/cluster along with the required documents/certificates should reach at Bhawanipatna Dairy latest by dtd. 18/03/2024 up to 1.00PM and the offers will be opened on the same day at 3.00PM at Bhawanipatna Dairy in presence bidders or their authorized representatives. For details, please visit website <a href="www.omfed.com">www.omfed.com</a>. The corrigendum/amendment to this notice if required shall be published only in OMFED website and will not be published again in newspaper.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 Route/ Cluster	Areas covered	Proposed Ditance (To & Fro)	Propo sed Vehicl e Capaci ty (in Kg)	Propo sed Milk Salein Avg Litre Per Day	Propo sed Produ ct Sale in Avg. Value per Day
IIPATNA DAIRY, AT:- BHANGABARI, PO:- BHA	WANIPATNA, DIST:-KALAHANDI, ODISHA				
Bhawanipatna to Patnagargh	Bhawanipatna to Lathor Via Muribahal, Khaprakhol ,Kantabanji , Bangmunda and Patnagarh	310	2000	1100	14000.00
Bhawanipatna to Baliguda	Bhawanipatna to Baliguda via Narla,M- Rampur,Tumudibandha,& Barakhama	300	1600	700	9000.00
	Bhawanipatna to Patnagargh	Bhawanipatna to Patnagargh  Bhawanipatna to Baliguda  Bhawanipatna to Baliguda  Areas covered  Bhawanipatna, DIST:-KALAHANDI, ODISHA  Bhawanipatna to Lathor Via Muribahal, Khaprakhol ,Kantabanji , Bangmunda and Patnagarh  Bhawanipatna to Baliguda via Narla,M- Rampur,Tumudibandha,&	Name of the Route/ Cluster  Areas covered  Ditance (To & Fro)  DIPATNA DAIRY, AT:- BHANGABARI, PO:- BHAWANIPATNA, DIST:-KALAHANDI, ODISHA  Bhawanipatna to Patnagargh  Bhawanipatna to Lathor Via Muribahal, Khaprakhol , Kantabanji , Bangmunda and Patnagarh  Bhawanipatna to Baliguda via Narla,M- Rampur,Tumudibandha,&	Name of the Route/ Cluster  Areas covered  Proposed Ditance (To & Fro)  IPATNA DAIRY, AT:- BHANGABARI, PO:- BHAWANIPATNA, DIST:-KALAHANDI, ODISHA  Bhawanipatna to Patnagargh  Bhawanipatna to Lathor Via Muribahal, Khaprakhol ,Kantabanji , Bangmunda and Patnagarh  Bhawanipatna to Baliguda  Bhawanipatna to Baliguda  Bhawanipatna to Baliguda  Bhawanipatna to Baliguda  Bhawanipatna to Baliguda Via Narla,M-Rampur,Tumudibandha,&  Book Vehicl Vehicl e Capaci ty (in Kg)  Areas covered  Proposed Vehicl e Capaci ty (in Kg)	Name of the Route/ Cluster  Areas covered  Areas covered  Proposed Ditance (To & Fro)  Proposed Ditance (To & Fro)  Proposed Ditance (To & Capaci ty (in Kg)  Per Day  IPATNA DAIRY, AT:- BHANGABARI, PO:- BHAWANIPATNA, DIST:-KALAHANDI, ODISHA  Bhawanipatna to  Proposed Milk Salein  Avg Litre Per Day  Bhawanipatna to Lathor Via Muribahal, Khaprakhol ,Kantabanji , Bangmunda and Patnagarh  Bhawanipatna to  Bhawanipatna to  Bhawanipatna to  Baliguda via Narla,M- Rampur,Tumudibandha,&  Brood Sed Wehicl Capaci ty (in Kg)  Salein Avg Litre Per Day  1100  1100  700

#### 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 thevehicle 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. <u>SELECTION AND ALLOTMENT</u>

- 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 liter 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  $L_1$  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.

- O1. 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 **Bhawanipatna to Patngasargh, Bhawanipatna to Baliguda 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 liter 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. 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.
- 09. 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.
- 10. 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.
- 11. The Distributor-Cum-Transporter shall have to arrange to cover untapped areas as instructed by the local Omfed Management time to time.
- 12. 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.
- 13. The Distributor cum Transporter should have valid GST No. for lifting of OMFED products at Wholesaler price.
- 14. The Distributor-Cum-Transporter should have valid FSSAI License.
- 15. 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 effective. Agreement/Affidavits with the Leasing Transporter and Vehicle Registration Certificate in the name of Leasing Transporter.
- 16. The Distributor-Cum-Transporter shall have proper cold chain facility.

- 17. The Distributor-Cum-Transporter will have to submit his willingness for deposit of interest free Security Money of Rs.1.5Lakh 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.
- 18. 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.
- 19. OMFED will not be responsible for any advance collection by the Distributor-cum-Transporter, from the retailers/Institutions/any other outlets.
- 20. 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.
- 21. 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.
- 22. The Distributor-Cum-Transporter will have to submit daily distribution sheet/s of both agents and non-agents due acknowledgement.
- 23. 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.
- 24. The Distributor-cum-Transporter cannot sale milk to the retailer either more or less than the retailer price fixed by OMFED.
- 25. 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.
- 26. The Distributor-cum-Transporter has to execute an agreement in a non judicial stamp paper worth of Rs.100/-(Rupees one hundred) only
- 27. The Distributor-cum-Transporter will be given 1% extra (one packet) milk for every 50 litrs. (100 Pkts.) of milk towards leaky replacement.
- 28. The Distributor cum Transporter will not encroach the marketing operational areas of existing product distributor.
- 29. The Distributor cum Transporter will create new outlets in his allotted route/cluster in consultation with marketing incharge of concerned Dairy.
- 30. The Distributor cum Transporter will furnish an undertaking (as annexed) not to deal with other competitor brand milk & milk products.
- 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.

#### **Termination & 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 DISTRIB	UTOR cum Tl	RANSPORTE	R	
A. I	PESRSONAL DATA				
1	Name of the Applicant :-				
2	Father's / Husband's Name :-				Affix Passport
3	Address for Communication:-	4. Permanent	Address:-		Size Recent Colour
					Photograph
5	Proposed Place of Distribution ship:-				
6	Name of the District:-				
В. (	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. I	FEASIBILITY DATA	•			
	PARTICULARS	EXISTING	UTILISED	SPARE	PROPOSED
1	INFRASTRUCTURAL FESEABILITY				
a)	Godown facilities (Area Space)				
<b>b</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 FESEABILITY				
a)	No. of agent				
<b>b</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 FESEABILITY				
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)	<u></u>			

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

## TENDER APPLICATION FORM FOR PRICE BID

(	The Plant Ma DMFED Bhawanipati					
Sub: - Te	nder for eng	gagement of Distrib	utor Cum Transporter on J	per liter comm	ission basis.	
regarding		to your Tender pu nt of Distributor-cu	blished in m-Transporter on per Lite		on datedbasis. The follo	
Sl.No.	Name of the Route	Approximate Distance covered in the Route.	Minimum Quantity of milk proposed to be lifted in liters. fromPlant per day	Type and capacity of the vehicle	Per Liter commission including all charges	Remark
The purchase of tender documents& EMD details are furnished below:-  01. Cost of tender paper Rs.1180.00 deposited vide MR/DDNodated 02. EMD of Rs.10,000.00 deposited vide DD Nodatedof  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, Bhawanipatna Dairy.						
Name Address						
Mobile 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						

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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)

	r r · r				
	DD 4 F7	AGREEMEN	Т		
	THIS AGREEMENT is made on this d	ay of	1. 2024 at	hetween (1) "T	'he
Od	Odisha State Co-operative Milk Producers'	ay 01 Federation Ltd	l"an anex co-	onerative Rody registe	red
	ander the Co-operative Societies Act 1963 (un				
	aving its registered Office at D-2, Saheed N				
	eferred to as the Federation), (which expressi				
	hereof, include its successors and assigns).		1 6	J	
		AND			
(2)	2) Sri			S/o <b>.</b> Vill	
PO	2) Sri	Dist		S/o.Villat pres	sent
	(hereinafter referred as the	e Distributor-cu	m-Transporter )	which expression shall	,
unl	inless it be repugnant to the subject or context the	nereof, include i	ts successors an	d assigns.	
4 N	AND WHEDEAC 4.		Distrib		٠
AN	AND WHEREAS, the Dairy is	s interested to	engage Distrib	utor-cum-1 ransporter 1	or
	ransportation and distribution of milk an	a miik produ	icts from its	Dairy	ιο
	route/Cluster. AND WHEREAS, the Distributor-cum-	Francoarter is a	grand to provide	and apareta his insula	tad
veh	rehicle bearing Regd.NoModel				
	ransportation and distribution of Milk on per				
	wholesale price being produced and marketed by			o other mink products	OII
NC	NOW THEREFORE THIS AGREEMENT W	ITNESSES AS	S FOLLOWS:		
	. This agreement is valid for a period of 03 years.			to	@
	Rsper liter towards commission for				
	to the distributor-cum-transporter maintaini	ng insulation of	f the deployed	vehicle and abiding by	the
	terms of the contract. The agreement period	shall be extend	led or curtailed	as per the discretion of	the
	Omfed.				
02.	2. Once the Commission of the Distribut		<u>-</u>		ged
	during the contract period (subject to dec				
03.	3. The Distributor-Cum-Transporter shall l	nave his own in	nsulated vehic	le. In case hired vehic	:le,
	the Distributor-Cum-Transporter has to	furnish the	related docum	nents to this effect i	i.e.
	Agreement/Affidavits with the Leasing	Transporter a	nd Vehicle Re	egistration Certificate	in
	the name of Leasing Transporter.				
04.	04. The Distributor-Cum-Transporter shall h	ave proper col	d chain facility	<b>7.</b>	
05.	5. Transportation, Distribution, loading and	l unloading of	milk is at Dist	ributor-cum-Transpor	ter
-	risk and cost. The Distributor-Cum-Tra	_			
	transported and distributed by him.	1		,	
06.	5. The Distributor-Cum-Transporter will h	ave to submit	his willingnes	s for deposit of inter	est

- 0 r ls
- C 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 litrs. (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).	(For& on behalf of the Orissa State Cooperative
Transporter).	Milk Producers' Federation Ltd)
Full Name	
Address:	
Telephone No	
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

# FORMAT OF AFFIDAVIT BEFORE THE NOTARY PUBLIC

## **DECLARATION AND UNDERTAKING IN THE FORM OF AFFIDAVIT**

I, Shri	i; Vill:	aged about	years,
S/O: _	Vill:	P.0	0
P.S	Dist	at presen	t residing
at	do hereby solemnly a	iffirm and declar	e on oath as follows.
1	That, I am the deponent of this affidavit.		
	That, I had applied for engaging me as a Dis	stributor oum T	rongnartar an nar litar
۷.	commission basis incluster/ route.	suitoutoi cuiii 1.	iansporter on per inter
3	That, I have selected and appointed by the	o OMEED ma	nagamant vida lattar
3.	Nodated as a Distributor cum Trans		
	allotted cluster/route on per litre milk commissi		
	Distributor price.	ion basis and ais	o mining of products at
4	That, being agreed to the terms and conditions	stimulated in the	tender document. I do
т,	hereby undertake not to claim for any hike		
	contract period ofyears.	c in commissi	on margin during the
5.	That, I do hereby undertake that I will not dea	l with any com	petitor brand milk and
	milk products other than OMFED during the co	-	P • • • • • • • • • • • • • • • • • • •
6.	That, I do hereby undertake that I will not sto	-	icle for distribution of
	milk and products in the allotted cluster/route d	1 1 0	
7.	That, the present Undertaking is required		
	management which will be treated as part		
	executed with OMFED for engaging me as		
	liter commission basis as per offer letter stated		
	VEDIEICATION	NT.	
	<u>VERIFICATION</u>	7	
I the	1 ,	and sign the	Undertaking on this
	day of <b>2024</b>		
I.d 4: £	Cad by ma		
iaeniii	fied by me		
			DEPONENT
			DEI ONEINI
	<u>ADVOCATE</u>		
The o	ahove named deponents identified by		Advocata
THE a	above named deponents identified by, appears before me and state on oath the	nat the contents	Auvocate
true to	o the best of his knowledge.	iat the contents	of this afficavit ale
iiic to	o the best of his knowledge.		

**DEPONENT** 

NOTARY PUBLIC