



SI No-----

MR No. \_\_\_\_\_

Date: \_\_\_\_\_

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

Tender submitted for the Route/Cluster: \_\_\_\_\_

Submission of filled-in Tender documents - Up to 2.00 PM on 07.05.2025

**Opening of Tender-3.00PM ON** \_\_\_\_\_

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 TRANSPORTER -CUM-DISTRIBUTOR.**

**OMFED** invites sealed offers for engagement of Transporter-cum- Distributor having various carrying capacity of insulated vehicle for the distribution of Milk and Milk products under OMFED Salapada Dairy's Marketing Route/Cluster (*as Annexed in the tender document*). Interested parties shall have to submit their offer **on per-liter of milk commission basis** for transportation & distribution of milk, including milk products for **03 years**.

Interested parties shall have to purchase & submit a complete set of Tender documents, duly signed on each page, indicating their desired commission per Litre of Milk sale, for transportation and distribution of milk and also milk products in Marketing routes/clusters. One transporter can participate in only two routes/clusters. The tender document can be purchased from the Dairy of OMFED on payment of Rs.560/- only in cash on any working days from dt 23.04.25 to 07.05.25 (up to 2 PM) within office hours. The tender document can also be downloaded from the website [www.omfed.com](http://www.omfed.com) & be submitted with D.D of Rs.560/- in favour of OMFED payable at Salapada Dairy/Corporate Office Sahid Nagar, towards the cost of Tender paper. Filled in tender paper along with EMD of Rs. 10000/- for Marketing route/cluster along with the required documents/certificates, should reach Salapada Dairy or OMFED Corporate Office latest by dtd.**07.05.25** up to 2.00 PM and the offer will be opened on the same day at 3.00 PM at Salapada Dairy & at OMFED Corporate office on the same date and time in the presence of bidders or their authorized representatives.

For details, please visit the website [www.omfed.com](http://www.omfed.com). The corrigendum/amendment to this notice, if required, shall be published only on the OMFED website and will not be published again in the newspaper.

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

**Managing Director  
OMFED**

**MILK ROUTE/CLUSTER UNDER RELATED INFORMATION**  
**OMFED SALAPADA DAIRY TRANSPORTATION DETAILS**

SL NO	MKT NAME	proposed TENDER FOR TCD	COVERING AREA	No of EXISTING BOOTH	Avg.MILK (LPD)	PRODUCT (KG)	APPROX KM(to & Fro)
1	JAJPUR TOWN	TCD-1	JAJPUR TOWN MUNICIPALITY	11	1150	150	25
2	JAJPUR TOWN	TCD-2	JAJPUR TOWN-MANGALPUR	4	650	150	45
3	JAJPUR TOWN	TCD-3	JAJPUR TOWN-BINJHARPUR-SINGHPUR	3	1100	400	80
4	JAJPUR ROAD	TCD-4	PANIKOILI-KOREI-BAITARINI ROAD	6	1120	200	40
5	JAJPUR ROAD	TCD-5	KUAKHIA-JARKA-CHANDIKHOL-DARPANI-CHHATIA	13	1500	300	150
6	JAJPUR ROAD	TCD-6	JAJPUR ROAD MUNICIPALITY-2	6	1400	250	30
7	JAJPUR ROAD	TCD-7	JAJPUR ROAD MUNICIPALITY-1	4	1100	350	36
8	JAJPUR ROAD	TCD-8	KHANEIPUR & INDUSTRIALESTE	4	1600	150	50
9	JAJPUR ROAD	TCD-9	DANAGADI	3	750	150	30
10	JAJPUR ROAD	TCD-10	DUBURI,KABATABAN DHA	3	650	250	35
11	JAJPUR ROAD	TCD-11	TATA MINES,KALINGA NAGAR	10	750	150	125
12	JAJPUR ROAD	TCD-12	HARIPUR-BARI-BALIA-BRAMHABARADA	10	1300	150	190
13	ANAND APUR	TCD-13	GHASIPURA-KOLIMATI-DEOGAON-CHITIRI-PADANA	27	750	300	150

## **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 Transporter cum Distributor. 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.

## **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 L<sub>1</sub> Bidder only after execution of agreement, insulation and branding of vehicle within a month before deployment of vehicle as Transporter cum Distributor.
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.

## TERMS & CONDITIONS.

01. Sealed Tenders are invited from the interested persons for appointment of Transporter cum Distributor on per liter commission basis for supply of Milk to the Retailers of Assigned Marketing routes/cluster under OMFED Salapada Dairy Marketing Route.
02. The commission margin quoted by the Transporter cum Distributor shall be valid for 03 years. Once the Commission of the Transporter cum Distributor 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 Transporter cum Distributor on fortnight basis.
04. The Transporter cum Distributor 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 Transporter cum Distributor 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 Transporter cum Distributor 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 Transporter cum Distributor intend to sell milk products along with milk, then an Undertaking (as annexed) will be submitted.
08. It is mandatory for the Transporter cum Distributor to carry the indented quantity of products of other Product distributors & Institutions of his allotted area/cluster.
09. The Transporter cum Distributor 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 Transporter cum Distributor 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 Transporter cum Distributor will be penalized to the extent of the value of un-lifted quantity.
11. The Transporter cum Distributor shall have to arrange to cover untapped areas as instructed by the local Omfed Management time to time.
12. The Transporter cum Distributor will provide the detail information of the registered agent/s regarding their de-growth, disloyalty and involvement in illegal trade practice.
13. The Transporter cum Distributor should have valid GST No. for lifting of OMFED products at Wholesaler price.
14. The Transporter cum Distributor should have valid FSSAI License.
15. The Transporter cum Distributor shall have his own insulated vehicle. In case hired vehicle, the Transporter cum Distributor 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 Transporter cum Distributor shall have proper cold chain facility.

17. The Transporter cum Distributor will have to submit his willingness for deposit of interest free Security Money of Rs.1.0 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.1,00,000.00 for every 1000 ltrs. The said security Deposit is to be deposited in shape of DD./Bank Guarantee.
18. Transportation, Distribution, loading and unloading of milk is at Transporter cum Distributor risk and cost. The Transporter cum Distributor shall make necessary insurance for goods transported and distributed by him.
19. OMFED will not be responsible for any advance collection by the Transporter cum Distributor , 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 Transporter cum Distributor.
21. The ORCS scheme given to the registered OMFED agents is not applicable for the Transporter cum Distributor. List of non-registered agents, who sells more than 50 ltrs a day shall be submitted time to time by the Transporter cum Distributor for converting them for Registered Agents to avail the ORCS benefits.
22. The Transporter cum Distributor will have to submit daily distribution sheet/s of both agents and non-agents due acknowledgment.
23. The crates issued to the Transporter cum Distributor 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 Transporter cum Distributor.
24. The Transporter cum Distributor cannot sale milk to the retailer either more or less than the retailer price fixed by OMFED.
25. The Transporter cum Distributor 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 Transporter cum Distributor has to execute an agreement in a non-judicial stamp paper worth Rs.100/-(Rupees one hundred) only
27. The Transporter cum Distributor will be given 1% extra (one packet) milk for every 50 liters. (100 Pkts.) of milk towards leaky replacement.
28. The Transporter cum Distributor will not encroach the marketing operational areas of existing product distributor.
29. The Transporter cum Distributor will create new outlets in his allotted route/cluster in consultation with Marketing in charge of OMFED Salapada dairy.
30. The Transporter cum Distributor will furnish an undertaking (as annexed) not to deal with other competitor brand milk & milk products.
31. Since OMFED duty is an essential service, Transporter cum Distributor 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 Transporter cum Distributor:

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

**Managing Director  
OMFED**



**APPLICATION FORM FOR TRANSPORTER CUM DISTRIBUTOR**  
*(One Applicant cannot apply more than 02 (Two) nos Route/Cluster)*

<b>A. PERSONAL DATA</b>					
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 Place of Distributorship:-				
6	Name of the District:-				
<b>B. CREDENTIAL DATA</b>					
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)				
<b>C. FEASIBILITY DATA</b>					
PARTICULARS		EXISTING	UTILISED	SPARE	PROPOSED
<b>1</b>	<b>INFRASTRUCTURAL FESEABILITY</b>				
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)				
<b>2</b>	<b>MARKETING FESEABILITY</b>				
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)				
<b>3</b>	<b>FINANCIAL / STATUTORY FESEABILITY</b>				
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 License No				
f)	Trade License (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 along with for verification.

## TENDER APPLICATION FORM FOR PRICE BID

To

The Plant Manager,  
/In Charge Marketing  
OMFED  
Salapada Dairy/Corporate office

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

Sir.

In reference to your Tender published in ...../.....on dated.....  
regarding engagement of Transporter Cum Distributor 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.	Minimum Quantity of milk proposed to be lifted in liters. from _____ Plant per day	Type and capacity of the vehicle	Per Liter commission on including all charges	Diesel price	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.10,000.00** 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 \_\_\_\_\_ 2022 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 \_\_\_\_\_ atpresent

\_\_\_\_\_ (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 Transporter Cum Distributor 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 Transporter Cum Distributor 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 Transporter Cum Distributor is fixed, it cannot be changed during the contract period (subject to decision of OMFED management).
03. The Transporter Cum Distributor shall have his own insulated vehicle. In case hired vehicle, the Transporter Cum Distributor 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 Transporter Cum Distributor shall have proper cold chain facility.
05. Transportation, Distribution, loading and unloading of milk is at Transporter Cum Distributor risk and cost. The Transporter Cum Distributor shall make necessary insurance for goods transported and distributed by him.
06. The Transporter Cum Distributor will have to submit his willingness for deposit of interest free Security Money of Rs.1.0 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.50000.00 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 Transporter Cum Distributor 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 Transporter Cum Distributor .
09. If The Transporter Cum Distributor 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 Transporter Cum Distributor intend to sell milk products along with milk, then an

Undertaking (as annexed) will be submitted.

11. It is mandatory for the Transporter Cum Distributor to carry the indented quantity of products of other Product distributors & Institutions of his allotted area/cluster.
12. The Transporter Cum Distributor 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 Transporter Cum Distributor 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 Transporter Cum Distributor 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 Transporter Cum Distributor 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 Transporter Cum Distributor will provide the detail information of the registered agent/s regarding their de-growth, disloyalty and involvement in illegal trade practice.
17. The Transporter Cum Distributor 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 Transporter Cum Distributor should have valid GST No. for lifting of OMFED products at Wholesaler price.
20. The Transporter Cum Distributor should have valid FSSAI License.
21. OMFED will not be responsible for any advance collection by the Transporter Cum Distributor, from the retailers/Institutions/any other outlets.
22. The Transporter Cum Distributor 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 Transporter Cum Distributor and indemnify for such type of losses/damages. The Transporter Cum Distributor 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 Transporter Cum Distributor'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 Transporter Cum Distributor 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 Transporter Cum Distributor 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 Transporter Cum Distributor 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 Transporter Cum Distributor 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 Transporter Cum Distributor will be given 1% extra (one packet) milk for every 50 litres. (100 Pkts.) of milk towards leaky replacement.
  31. The Transporter Cum Distributor will not encroach the marketing operational areas of existing product distributor.
  32. Since OMFED duty is an essential service, Transporter Cum Distributor 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 Transporter Cum Distributor :
    - Does not start his work within 30 days of receiving the work order.
    - Involves in supplying competitor brand Milk and Milk Products other than Omfed.
    - Sells carries % uses narcotic materials like Pan, Cigarette, Tobacco, Foreign Liquor etc.
    - Does not achieve the target fixed from time to time by Omfed.
    - Sublets the work order to others.
    - Involves 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 Transporter Cum Distributor 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 only 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 Transporter Cum Distributor

(Signature of the Transporter -cum-Distributor)

(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 \_\_\_\_\_

**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 Transporter Cum Distributor 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 Transporter Cum Distributor 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 Transporter Cum Distributor on per litre commission basis as per offer letter stated above.

**VERIFICATION**

I the above named deponent do hereby verify and sign the Undertaking on this  
\_\_\_\_\_ day of \_\_\_\_\_ 2022

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**