



Bihar State Milk Co-operative Federation Ltd.
H.O:- Dairy Development Complex; Post :- B.V. College, Patna-800014
Phone No. - 0612-2228953, 2220387, 2224083; Fax – 0612 -2228306
Web :- www.sudha.coop Email:-COMFED.patna@gmail.com

COMFED Branch Office, 3rd Floor, H.NO. 11, Bora Bhawan,
Rajbari Path, Ganeshguri, G. S. Road, Guwahati-781005, Assam
Mob:- 07636068812, Email:-sudha.northeast@gmail.com

Comfed:Mktg:

Dated:

TENDER NOTICE

For appointing Distributors for SUDHA Brand Pouch Milk & Fresh Milk Products

BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD (COMFED) UNIT- GUWAHATI invites tender proposal from the interested and experienced individual/ firm / agency / company for appointment of distributorship for distribution of SUDHA Brand Pouch Milk & Fresh Milk Product in Guwahati Town (Assam).

The interested bidder may download the Tender Document and detailed terms & conditions from our website www.sudha.coop and may submit their tender in sealed envelope/ cover super scribed as “Tender for appointment of Distributors for Guwahati Town” through Speed Post/ Courier or by hand delivery to “COMFED Branch Office,3rd Floor, H.NO. 11, Bora Bhawan, Rajbari Path, Ganeshguri, G. S. Road, Guwahati-781005, Assam on and before **27th August, 2018 till 5:30 P.M.**

The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

Managing Director

Section - I

TIMELINES OF TENDER

1. **BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD (COMFED)UNIT, GUWAHATI intends to appoint** a number of Distributors in Guwahati town for distribution of SUDHA Brand Pouch Milk & Fresh Milk Products.
2. **The bidders various critical dates relating to the above tender are cited as under:**

S. No.	Particular	Date
1.	Availability of tender documents from website	From 08.08.18 to 27.08.18
2.	Last date for submitting tender document	27.08.18 till 5:30 P.M
3.	Address of Submission of Tender	Mr. MM Rao, Manager (Guwahati office) COMFED Branch Office, 3 rd Floor, H.NO.11, Bora Bhawan, Rajbari Path, Ganeshguri, G. S. Road, Guwahati-781005, Assam Phone- 8638106957
4.	Opening of Tender	28.08.18 at 11:00 hrs

3. For general queries/ clarifications in respect of tender submission only, kindly contact.

Mr. MM Rao, Manager (Guwahat office),

COMFED Branch Office,
3rd Floor, H.NO. 11, Bora Bhawan,
Rajbari Path, Ganeshguri,
G. S. Road, Guwahati-781005, Assam
E-mail:-sudha.northeast@gmail.com
M- 8638106957

Mr.Kumar Amarendra, Manager (Mktg)

Bihar State Milk Co-operative Federation Ltd (COMFED)
Dairy Development Complex
PO- BV College, Patna- 800 014
E-mail: marketingcomfed@gmail.com
M- 9473199135

Section II

Information to the bidders (ITB)

1. One interested bidder can apply for maximum two routes or zones only of Guwahati town. Kindly refer Section III for the information about the different routes.
2. The bidder is advised to go through the tender documents and to understand the terms & conditions properly before filing up the tender documents and submission thereof. COMFED shall not be liable for any mis-interpretation in respect of tender terms. The bidder is required to read the following information and details embodied in different sections like :-
 - (a) Details about the various routes of Guwahati & its adjoining areas are mentioned in Section III
 - (b) For Technical Bid kindly refer Section-IV.
 - (c) For Check List kindly refer Section-V
 - (d) General terms & conditions of the agreement are mentioned in Section-VI
3. The interested person / party/ firm /agency / company is required to submit the technical bid in sealed cover super scribed as **“Tender for appointment of distributorship for distribution of SUDHA Brand Pouch Milk & Fresh Milk Products- Last Date 27.08.2018”** and should ensure the submission of tender documents well within the stipulated date and time.
4. The bidder can submit their tender through registered or speed post/courier/by hand within the stipulated date and time. The tender received or delivered after the due date and time, will not be considered and will be returned to the bidder on “as it is basis”.
5. The bidder should ensure that he/ she possess the requisite qualification/ experiences and exposures and possess the required documents/ testimonials and have enclosed the required documents as stipulated in Technical Bid Format as well as shown in Check List.
6. The bidder should enclose the demand draft in original towards the cost of tender for Rs.500/- (Rupees for Five Hundred only) and Earnest Money Deposit (EMD) of Rs 10,000/- (Rupees Ten Thousand) only in the form of Demand Draft in favour of “BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD, , Payable at Guwahati” and should enclose with the Tender Documents. No other mode of cost of Tender/ EMD shall be accepted.
7. The successful bidder shall be liable to make a deposit of Rs. 50000 (Rupees fifty thousand) per route/zone towards Security Deposit and the aggregate Security Deposit shall be calculated, out of which Earnest Money will be adjusted and the balance of security money is payable by way of demand draft of Nationalised/ Scheduled Bank in favour of BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD, payable on Guwahati or in way of Bank gurantee.
8. The bidder should possess PAN Number, GST Number and should own or arrange required vehicles for distribution of milk and milk products to onward retailers in their area of distribution.
9. The relevant documents should be in the name of the applicant and COMFED shall be at liberty to seek additional information/ facts for clarification if required during evaluation of tender.
10. The successful bidders should arrange office with computer and sufficient staff, insulated vehicle with all required documents & required infrastructure before starting the work. If failed to arrange the required infrastructure the distributorship will be cancelled and the security deposit will be forfeited.

11. The tender bid shall be considered on the basis of “responsiveness” based on the documents, papers, write up and testimonials and if required for personal interviews by a committee constituted by COMFED, Patna and the decision of COMFED shall be final.
12. The bidder is required to enter into agreement within 15 days of issuance of order and should ensure the submission of security deposit before commencement of distributorship work.
13. The Bidder is to note the distributorship offer is only to sell the products of COMFED as introduced from time to time and in no case, it shall be considered as an offer of employment.
14. The distributor is to note that he or she will not be termed as an agent of COMFED for doing the business of COMFED and no claim of the agent related issue be made before any court of law.
15. The bidder should have FSSAI licenses, GST Registration etc , if these are not available, then bidder has to ensure these licenses before commencement of work After this the bidder has to complete the agreement process also.
16. Bidder himself or his representative with authorization letter can participate in bid opening process.
17. The distribution work includes the transportation (from distributor to retailer’s point), handling charges, incidental charges, leakages, profit margin, GST etc. which are built up in Distributor’s margin decided by COMFED from time to time and GST. No separate claim of distributor in respect of distribution expenses shall be entertained.
18. In the event of any of the tender opening date being declared as a holiday / closed day, the tenders will be opened on the next working day at the specified time.
19. The bidder should note that vehicles used for the assigned work should be properly insulated in all the six sides with at least two inch insulated materials. Those bidders not having insulation of their own/hired vehicles at the time of tender opening day, if they are selected then they have to provide the insulated vehicle for verification before commencement of work. Any delay in readiness of insulated vehicles for more than one month, may entail cancellation of offer of assignment.
20. COMFED reserves the right to modify, amend and allot the distribution territory or transport matrix and delivery point before and or after commencement of business operations with a view to facilitate the distribution of products in smooth way.
21. COMFED shall be at liberty to cancel the offer of assignment if the bidder fails to make security deposit, deployment of vehicles and readiness of distribution and execution of agreement as stipulated in terms of offer and to assign to other interested bidder.
22. COMFED reserves the right to cancel the tender process partially/completely without assigning any reason thereof and the bidder shall have no claim on cancellation except refund of returnable EMD.

Read & accepted

Signature of the bidder

Seal

Section-III

Description of the distribution zones/routes of Guwahati

Zone/ Route No	Distribution area
1	Jalukbari, Guwahati University, Lankeshwar, Dharapur, VIP Airport Area, Vijay Nagar, Mirza, Azara, Palashbari, Kahikuchi,
2	Fancy Bazar, Pan Bazar, Ujan Bazar, Kharghuli, Luitpur, Ambari, Barowary, Chenikuthi, Guwahati Club, Hedayatpur, Stadium, Pub Saraniya,
3.	Paltan Bazar - A, Manipuri Basti, Lachit Nagar, Bora Service, Ulubari, Roopnagar, Bhangagarh, GMCH Complex, Rajgarh, Anil Nagar, Navin Nagar, Tarun Nagar, Sreenagar, Christianbasti.
4	Six Mile - A, Dispur, Super Market, Ganeshguri, Zoo Nursary, Jonali Nursary, AIDC, Ambikagiri Nagar, Commerce College, Hatigarh Chariali, Railway Colony (Bamuni Maidan), Narikal Basti, Geeta Nagar, Mathghariya, Narangi.
5	Khanapara, Joy Nagar, Beltola, Patarkuchi, Bashishtha Temple area, Survey, Ajanta Path, Hatigaon Chariali, Bhetapara, Khanka Mazid Area, Sijubari, Mazar, Nataboma, Hatigaon, Laxmi Nagar.
6	Jalukbari-B, Adabari, Pandu, Goshala, Maligaon, Kamakhya Nursary, Kamakhya Gate, Kamakhya Temple, Kalipur, Bharalumukh, Machkhowa, Sukreswar Temple.
7	Silpukhuri, Goswami Service, Gandhi Basti, Chandmari, Bamuni Maidan, New Guwahati, Noonmati, Forest Gate, Birkuchi, Bonda, Panikhaiti, Chandrapur
8	A.T Road, Lakhtokia, Railway Colony (Pan Bazar) Paltan Bazar - B, Nepali Mandir, Rehabari, Sharab Bhati Chariali, Cancer Institute (Kalapahar), Sabipool, Marwadi Meternity Hospital Area, Athgoan, Kumarpara Panchali, Fatasil Bazar, Fatasil Ambari, Santipur, Bhootnath, Durga Sarovar.
9	Tetelia, Garchuk, Pamohi Bazar, Bora Gaon, ISBT, Lokhra Chariali, Beharbari, Lalung Gaon, Lalmati, Game Village, Saru Sajai, Nalapara, Bakrapara
10	Gauripur, Hajo Chowk, Amingaon, Amingaon Bazar, Balughat, I.I.T. Gate, Faculty Gate, Kadamtall, Mazgaon, Collage Nagar, Rajaduwar, Majbat, Dolgobindo Temple Area, Phulung, , Changchari.
11	Batahghuli, Bagharbari, Panjabari, Six Mile – B, Barbari, VIP Road, Magzine, Patharkuwari Tiniali, Oil India Campus, Satgaon.
12	Ganesh Mandir (Ganeshguri), Jotiya, DPI, Battalion Gate, Kahilipara, Bhagaduttapur, Kahilipara Power House, Odalbakra, Lalganesh, Adagodown, Lutuma, 10 APBN Gate, Mohitush Market, Colony Bazar (Kalapahar), Cycle Factory, Bishnupur, Ambari, Itabheta Tiniali, Dhiranpara, Ganeshpara, Katahbari.

Section-IV

TECHNICAL BID FORM FOR DISTRIBUTORSHIP

FOR BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD, UNIT- GUWAHATI.

(To be filled by the applicant and details as stipulated to be enclosed)

**PP Size Photo to be
pasted**

1.	Route/ Zone applied for	Route- Route-
2.	Name of the applicant (in capital) (attach copy of aadhar card/ Voter ID / Driving License)	
3.	Date of birth of individual or date of incorporation/ constitution (Proof to be attached)	
4.	Qualifications of the applicant (in case of individual- copy to be attached)	
5.	Resident of Guwahati Town since (Kindly mention period from & to)	
6.	Applicant's Present & Permanent Address : (proof to be attached)	(a) Present address (b) Permanent address
7.	Applicant's experience in selling, distribution/ handling milk and milk products or FMCG Products business :- (Kindly specify period, company details, copy of assignment and other details)	
8.	Applicant's existing business address if any (Kindly indicate with infrastructure available, manpower and other details)	
9.	Details of Delivery Vehicle , Storage, Refrigeration Infrastructures available as on date.	
10.	Details of infrastructures proposed for the present distributorship:	

11.	Details of insulated vehicles available as on date and timelines proposed for readiness of insulated vehicles:	
12.	Views on FMCG Business Proposition of the applicant :	A separate sheet may be enclosed.
13.	Capacity to Invest (in Rs.) for this distributorship proposal (Proof of Financial Resource available)	
14.	Cost of Tender for Rs.500/- (Please attach original DD)	
15.	Cost of Earnest Money Deposit (EMD) for Rs. 10,000/- (Please attach DD)	
16.	PAN details of applicant (copy to be attached)	
17.	Details of FSSAI Licenses, if available otherwise to indicate the availability	
18.	GST Number of the applicant (copy to be attached)	
19.	Undertaking that the bidder is not sentenced by any court of law and or no court cases are pending against the applicant as on date of application (Undertaking on letter head)	
20.	Why are you interested to become a distributorship of COMFED? (A write up)	
21.	How do you market your current products?	
22.	How do you propose to market COMFED's milk products?	

The above information and facts are true and correct as per best of my/our information and belief and I/We undertake the correctness of documents enclosed herein.

Further, I/We agree to the term that if the above information, facts or documents are found false or correct , the candidature or assignment given, is liable to be cancelled .

Seal and Signature of the Applicant

Section-V

Check List

Sl	Particulars	Technical Bid Serial	Attached or not (YES/NO)
1.	Passport size photo	-	
2.	Copy of aadhar card/ Voter ID / Driving Licence	02	
3.	Copy of proof of date of birth or certificate of incorporation	03	
4.	Testimonials of Qualification of individual applicant.	04	
5.	Proof of residency in Guwahati Town	05	
6.	Proof of present & permanent address	06	
7.	Proof of experiences of FMCG/ Milk & Milk Products	07	
8.	Existing Business Details	08	
9.	Proof of infrastructures available	09	
10.	Details of infrastructures proposed	10	
11.	Details of Insulted Vehicle readiness	11	
12.	Written views on FMCG Business Proposition	12	
13.	Capacity to Invest	13	
14.	Original DD for Cost of Tender	14	
15.	Original DD for EMD	15	
16.	Copy of PAN	16	
17.	Copy of FSSAI Licenses	17	
18.	Copy of GST Registration Certificate	18	
19.	Undertaking	19	
20.	Write Up	20	
21.	Write up	21	
22.	Write Up	22	

Seal and Signature of the Applicant

Section-VI

GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

1. Scope of Work :-

Bihar State Milk Co-operative Federation Ltd through its Guwahati Unit (herein referred as "COMFED") shall offer various products to the Distributor for marketing in their authorized territory.

2. Authorized Territory:-

The appointment for distributorship shall be as per the area of marketing divided into routes and or zones and it will be maximum for two routes/ zones. The area of marketing can be increased or decreased depending upon the performance of the distributor which will be assessed on periodic basis.

The distributor shall not deliver or market of milk products in the area of other distributors without any written permission of COMFED. Distributor shall not actively advertise or actively solicit orders for Supply of Products outside of the Territory. In the event Distributor receives an order from outside its Territory, Distributor will work with COMFED to fulfill the order in a manner financially beneficial to COMFED and the Distributor,

3. Products :-

COMFED shall sell milk (pouch packed) of all varieties available, milk products in the name of "Sudha" brand owned by Bihar State Milk Co-operative Federation Ltd (Patna) and may add other variety of milk and milk products as and when basis.

4. Price of the Products:-

The price structure of milk and milk products shall be decided by the COMFED and distributor shall purchase the products from COMFED at Distributor's price and will sell the products to Retailers at Retailer's Price. The change in price shall be notified by COMFED from time to time. The distributor's margin (Retailer's Price-Distributor's Price) shall include cost of distribution including handling and loading/ unloading, incidental expense, leakage, profit margin and GST etc. Any incentive, discount or scheme for augmentation of sale of milk products shall be notified by COMFED separately if decided.

5. Deposit of amount :-

The distributor shall ensure the deposit of cost of products of indented products in advance into designated bank accounts of COMFED well in advance as stipulated in offer of assignment letter.

6. Sale and Ownership of products :-

The distributor shall check the leakage and damage of products at the time of receiving the delivery of products and once it is received by the distributor, it will be treated as "absolute sale" and the ownership of products stands transferred to the distributor along with the delivery of products to the distributor. The distributor shall not make any claim of loss due to damage or leakage of products thereafter. Any loss of products due to mishandling or due to non-maintenance of cold chain, shall be at the risk of the distributor. The leakage charges in case of pouch milk is already included in the distribution margin & distributor would ensure to replace the leaky pouches to the retailers.

7. Period of assignment: -

The tenure of the distributorship assignment shall be initially for three years valid from the date of the agreement, which can be extended with mutual consent and or assessment of performance of the distributor.

8. Security Deposit:-

The Distributor shall make deposit of security amount for Rs.50,000/- per routes/ zones which is to be deposited by way of Demand Draft on which no interest is payable during the assignment period. EMD of successful bidder shall be converted as a part of Security Deposit.

The distributor may submit Security Deposit by way of Bank Guarantee for Rs.50000/- for each route/ zone to be issued by any nationalized or scheduled bank valid for 40 months (3 years assignment period plus four months) from the date of agreement. In case of extension of the assignment on mutual consent, the distributor agrees to extend the bank guarantee for the extended period plus four months, failure of which the security deposit is likely to be recovered from the advance deposit of the distributor.

The Security Deposit amount shall be fixed or revised by COMFED based on the business operations/ sale in that particular route / zones and distributor agrees to deposit of additional security deposit if any fixed/ decided by COMFED in future.

9. Penalty Provisions:-

The distributor agrees to pay the penalty for the followings :-

- a. Cost of short receipt of crates by the COMFED Unit, Guwahati.
- b. Penalty of reported misbehavior of driver/ attendant
- c. Any theft/ loss of products during handing over the products
- d. Penalty on non- distribution of products to the retailers after confirmation.

10. Taxation Liability:-

The distributor agrees to deposit of GST or any other tax liability collected on sale of taxable products to the retailers and shall submit a certified copy of GSTN Return on regular basis to Guwahati office.

In case of non- deposit of Govt tax, COMFED shall be at liberty to recover the tax amount and to deposit with the Govt Dept.

Any municipal tax, professional tax or any other tax liability arising out of carrying out distributorship shall be on the part of the distributor.

11. Termination of assignment:-

Either party shall have the right to terminate this agreement by giving thirty days notice in writing. The notice shall be deemed to have been received if dispatched by registered / speed post to the address herein above mentioned from the date of issue of notice.

This agreement is also subject to termination under the following circumstances:-

- (i) Non deposit of payment in advance.
- (ii) Overcharging of rate from the retailers.
- (iii) Sale of Products in other than designated area
- (iv) Indulged in such acts which are against the business interest of COMFED.
- (v) Refusal to take the delivery of products which can lead to non-supply to the retailers and loss of the quality of products.
- (vi) Violation of statutory payments and non-compliance of statutory requirements or terms of the agreement.
- (vii) Engagement in sale of products of the competitors.

12. Distributor's right and obligations :-

- (i) The distributor agrees to place the daily indent of products based on the indent/ requirement of products from retailers and shall make deposit of cost of milk and products to COMFED in advance as stipulated by COMFED from time to time.

- (ii) The distributor has to collect the demand along with payment from the retailers and accordingly place the indent to the office by 10.00 am for afternoon distribution & on or before 1.00 pm for next morning distribution. Also, the indent must be placed along with the corresponding value of the goods being indented for.
- (iii) The distributor shall transfer the amount through his/ her bank to designated bank accounts of COMFED only to maintain the sufficient advance with COMFED to ensure the supply of products.
- (iv) In case of insufficient advance, the supply of products shall be restricted to the extent of advance value available or in case of closure of banks for more than three days consecutively, the supply shall be allowed to the extent of security deposit available, otherwise the distributor has to deposit and maintain sufficient advance for seeking delivery of products during banking holidays.
- (v) The distributor shall take the delivery of products at the pre-decided delivery point in time & shall distribute and sell these products through their own arrangement of insulated vehicles as per the time and schedule fixed by the COMFED Unit, Guwahati from time to time
- (vi) The distributor shall ensure the availability of products throughout the day with the retailers and should arrange to open an own exclusive outlet (Parlour) within his area of operation.
- (vii) The distributor shall ensure proper handling, storage and distribution of milk & milk products in good condition to the designated retail points. The retailer's claim of leakage or damages of products at the retail point delivery shall be addressed by the distributor.
- (viii) The distributor shall handover the equal number of empty crates to the transporter after every receipt in each shift.
- (ix) The sales target for distributors shall be fixed by the COMFED Unit, Guwahati and distributors should achieve the targets fixed by COMFED Guwahati unit. The assessment of achievement of target or performance of the distributor is one of the factors to renew the agreement.
- (x) The distributor shall deploy adequate number of six sided Insulated vehicle (painted as per mnemonic symbol and standard) sufficient to distribute the indented quantity of milk and/ or milk products & long shelf life products for the agreed period for each zone, without delay/ interruptions/ hindrances and in good condition.
- (xi) In areas where retailers are located in gallis (side-lanes) which are not accessible to large vehicles, at least one small insulated vehicle shall be deployed by the Distributor. In no circumstances, the non-accessibility of vehicles shall be cited as an excuse for non-supply of milk & milk products to any agent.
- (xii) The distributor shall deploy adequate and eligible persons for distribution work along with valid papers i.e. Registration and insurances of vehicles and driver's licenses.
- (xiii) The distributor shall ensure that the drivers/ attendants of the vehicles shall be on the role and services of the distributor and they shall be paid wages and other benefits as per the prevailing Acts/ Statutory requirements. All liabilities or claim of driver/ attendant deployed for distribution shall be entertained by the distributor only.
- (xiv) The drivers / attendants deployed on the vehicle shall require conducting their duties in a disciplined/ orderly manner, failing which the COMFED Unit, Guwahati shall have the right to request the distributor to replace such personnel with immediate effect

- (xv) The distributor shall abide by the operational modalities, timings and security norms of the COMFED Unit, Guwahati during the currency of this agreement.
- (xvi) The distributor shall ensure proper insurance coverage for the materials after taking delivery from the transporter against theft, pilferage, riots, fire, etc. In any case, the Dairy is not liable for any loss / damages/ theft after handing over the products.
- (xvii) The Distributor shall ensure timely delivery of products to the retailers and institutions. In case of breakdown of vehicles or any such other incidents or accident the Distributor shall be fully responsible for the losses of the products remaining unsold/ spoiled/ lost. The Distributor shall also make alternate arrangements to ensure distribution of products at no extra claim from the COMFED Unit, Guwahati.
- (xviii) That if the Distributor fails to distribute the milk and product for any shift time, the COMFED Unit, Guwahati shall have the right to arrange alternate vehicles for the supply and to recover the cost of arrangement made by COMFED and also to impose penalty towards such arrangement. The distributor will have no right to question the rationale for this decision/ action by the COMFED Unit, Guwahati though the Dairy may inform the other, the details/justification for it.
- (xix) That the Distributor shall have in his office telephone, computer and other facilities for easy contact and communication between the Dairy and the distributor during all operational hours.
- (xx) That if any booth/ cabin/ shop agency (delivery point) is found displaced or non-functional the Distributor shall immediately (the same day) appraise the COMFED Unit, Guwahati.
- (xxi) That every booth/ cabin/shop retailer shall be allowed to check his supply for leakages. The Distributor will exchange of leaked pouches given to the agent or institution equal number of good pouches without any disagreement or argument.
- (xxii) The Distributor shall in no case or under any circumstances assign delegate or sublet this contract to any other agencies or persons.
- (xxiii) The Distributor is required to furnish the retailer wise daily sales report to the COMFED Unit, Guwahati office by the next day. It will be responsibility of the Distributor to maintain retailers account for the quantity of products supplied to individual retailers and money deposited. Every month retailer will be provided a copy of ledger for the same.
- (xxiv) The Distributor will maintain storage arrangement with necessary refrigeration/ cooling system at his own expense for the purpose of storage of Dairy produce in hygienic condition as specified by the COMFED Unit, Guwahati and / or Municipal or health laws enforce from time to time. The Distributor will also obtain Health trade license from the concerned authorities for sale of these milk products at his own cost in his own name and complete all other formalities which may be required for this work.
- (xxv) Distributor shall keep COMFED Unit, Guwahati Plant produce for further sale in his premises approved by the COMFED Unit, Guwahati which shall be kept clean by him and shall also comply with the statutory requirements connection with or concerning the sale of products. In case of violation of this clause, the COMFED Unit, Guwahati shall have the right to terminate the agreement forthwith.
- (xxvi) Any loss/ expenses due to expiry of licenses, registration, overloading, acts and omissions of the persons deployed in distribution shall be at distributor's risk and the distributor agrees to indemnify to the COMFED Unit, Guwahati for any such losses/ expenses.

13. **COMFED's Rights and Obligations :- The COMFED agrees to undertake the following obligations :-**

- a) COMFED shall sell milk and products in the brand name of "Sudha" at the distributor's rate and shall arrange delivery of products at the delivery point identified and fixed by COMFED from time to time and the distributor in turn shall supply the products to Retailers in their designated area of distribution on the Retailer's Price on F.O.R basis.
- b) COMFED shall have liberty to introduce new products in Guwahati market and COMFED may ask distributor to distribute the products through existing arrangement of distribution or alternatively COMFED may appoint separate distributor for the new products, the decision of sale through alternative channel is not challengeable.
- c) COMFED shall have the right to inspect the office premises of the distributor, including books of accounts as prescribed by the COMFED Unit, Guwahati from time to time and also have the right to inspect the distribution vehicles and supply points of the Distributor at any time to ensure the quality/ quantity of products supply operations and for necessary to adhere to the agreed terms and conditions.
- d) COMFED shall ask distributor to redress the complaints and queries of the retailers and consumers through a established mechanism and may ask distributor to submit the compliance grievances sheet from time to time.
- e) COMFED reserves the right to modify, amend and allot the distribution territory or transport matrix and delivery point before and or after commencement of business operations if it is in the business interest of COMFED and or with a view to facilitate the distribution of products in smooth way.
- f) COMFED shall be at liberty to cancel the offer of assignment if the bidder fails to make security deposit, deployment of vehicles and readiness of distribution and execution of agreement as stipulated in terms of offer and to assign to other interested bidder.
- g) COMFED shall be at liberty to alter, modify and amend the above terms and conditions and/or new clauses shall be added through an amendment and same shall be intimated to the Distributor which will be considered part of the agreement.
- h) COMFED shall be at liberty to cancel the assignment or terminate the agreement or impose the penalty as per the termination and or penalty clause of this tender.
- i) COMFED may make a claim seeking indemnification for any loss or claim arising due to actions taken of the distributor during the currency of the agreement.
- j) COMFED reserves the right to cancel the tender process partially / completely without assigning any reason thereof and the bidder shall have no claim on cancellation except refund of returnable EMD.

2. **No Third Party Agents**

Distributor shall not sell/license the COMFED's Products through third parties (other than the retailers of their designated territory) without the written consent of COMFED.

It is made absolutely clear here that this agreement is a commercial agreement and not one of the employment and the Distributor shall not be selling COMFED's products as its agent, servant, employee or in any other capacity but he will be doing so on his own behalf and as the owner of said milk & milk products & or long shelf life products. The Distributor shall therefore not be entitled to right, privileges, and benefits etc in respect of COMFED's employment rule and shall not dispute the service or agent related issue in any court of law.

14. Force Measures:-

The failure or delay of any Party to perform any obligations under this agreement solely by reason of act of God, acts of Government (except as otherwise enumerated herein), riots, wars, strikes, lockouts, accidents in transportation or other causes beyond its control (collectively referred to as the "Force Majeure") shall not be deemed to be a breach of this agreement, provided, that the Party so prevented from performance of its obligations herein, shall not have caused such Force Majeure.

The Party so prevented shall have used reasonable diligence to avoid such Force Majeure or ameliorate its effects, and shall continue to take all actions within its power to comply as fully as possible with the terms and conditions of this agreement, except where the nature of the event shall prevent it from doing so, the Party suffering such Force Majeure shall notify the other Party in writing within seven days after the occurrence of such Force Majeure and shall in every instance, to the extent reasonable and lawful under the circumstances, use its best efforts to remove or remedy such cause with all reasonable dispatch.

15. Disputes & Jurisdiction

That any dispute, differences if any arise between the parties to this agreement in relation to this contract and its terms and conditions and all questions and matters pertaining to interpretation of the terms and conditions of this agreement shall be mutually resolved and in case of non-resolution, it may be referred to the arbitrator(s) for arbitration proceedings under the provisions of the arbitration and conciliation ordinance 1996 and the decision of arbitrator(s) shall be binding on both the parties.

For the purpose of dealing with any legal issues arising out of this agreement the legal jurisdiction shall be with the relevant court at Patna.

Read & accepted

Seal and Signature of the bidder