

Bihar State Milk Co-operative Federation Ltd
COMFED Unit, 3rd Floor, H.NO. 11, Bora Bhawan,
Rajbari Path, Ganeshguri, G. S. Road, Guwahati-781005, Assam
Mob:- 07636068812, Email:-sudha.northeast@gmail.com

COMFED: GHY: MKTG: 86

Dated: 09.03.2019

SHORT TENDER FOR DISTRIBUTOR CUM TRANSPORTER

Section - I

TIMELINES OF TENDER

- BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD (COMFED), UNIT, GUWAHATI intends to appoint Distributor cum Transporter in 'RANGIA, NALBARI, TEZPUR AND SHILONG etc' for transportation and distribution of SUDHA Brand Pouch Milk & Fresh Milk Products.**
- The important dates relating to the above tender process are cited as under:**

S. No.	Particular	Date
1.	Availability of tender documents from Guwahati Office & website	From 09.03.2019 to 25.03.2019
2.	Last date for submitting tender document	25.03.2019 till 5:30 P.M
3.	Address of Submission of Tender paper.	Chief Executive, 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 (Technical Bid)	26.03.2019 at 11:00 hrs

- For general queries/ clarifications in respect of tender submission only, please contact.

Mr. MM Rao, Manager (CEO, Guwahati 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.KumarAmarendra, Manager (Mktg)

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

Section II
Information to the bidders (ITB)

1. 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) For description of the marketing routes, refer Section- III
 - (b) For Technical Bid, refer Section-IV.
 - (c) For Check List, refer Section-V
 - (d) Financial bid, refer section-VI
 - (e) General terms & conditions of the agreement are mentioned in Section-VII
2. The interested person / party/ firm /agency / company are required to submit the technical and financial bids. Technical bid and financial bid shall be placed in separate sealed envelope and both shall be put in a third sealed envelope super scribed as **“Tender for appointment of distributor cum transporter for RANGIA, NALBARI, TEZPUR, SHILONG or any other route, Last Date of submission 25.03.2019”** and the bidder should ensure the submission of tender documents well within the stipulated date and time.
3. Interested bidder can apply for maximum two routes. Successful bidder will be given work order for maximum two routes. Kindly refer Section III for the information about the different marketing routes. It is necessary to submit separate tender for each route.
4. The bidder can submit their tender through registered or speed post/courier/by hand within the stipulated date and time. Tender received late (including postal delay)/ in open condition/ without tender fee and EMD/ not meeting the tender criteria / incomplete in any respect are liable to be rejected.
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 mentioned in Technical Bid Format as well as shown in Check List.
6. Financial bid will be opened only for technically qualified bidders.
7. The rate should be indicated both in words and figures. In case of discrepancy between the figure (Numbers) and words, the rates given in the words only will be taken as authentic and no further clarification will be sought from bidder.
8. The bidder should enclose the demand draft in original towards the cost of tender for Rs.500/- (Rupees Five Hundred only) and Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten thousand only) 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.
9. As a guarantee towards due performance and compliance of the contract work, the successful bidder will deposit an amount as mentioned in section III towards Security Deposit by way of demand draft / bank Guarantee in favour of **BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD**, Guwahati” drawn on any Nationalized Bank / Scheduled Bank and payable at Guwahati. Bank Guarantee Bond of a scheduled bank in the prescribed format is also acceptable in this regard.

10. The EMD of successful bidders shall be converted as a part of Security Deposit. The bid amount (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
11. Bidder himself or his representative with authorization letter can participate in bid opening.
12. Whenever diesel rate increases/decreases, accordingly transportation rate will be decreased/increased based on vehicle capacity & fuel consumption.

$$\text{Effective rate} = \text{Original tendered rate} \pm \frac{\text{Total distance of route (to \&fro)} * \text{change in diesel rate}}{\text{Mileage of vehicle} * \text{capacity of vehicle}}$$

Change in rate of transportation due to change in diesel rate would be considered on 30th April, 31st Aug & 31st Dec of the year. Rate would be considered for change if the diesel rate has changed by at least Rs2.00/ltr. The diesel rate of Guwahati as on last date of tender submission will be taken as the basic rate for further calculation.

Mileage/Capacity Charges chart

Vehicle Type	Approx. Carrying capacity(in KG)	Mileage of Vehicle (KM/Ltr)
TATA 207/Mahindra pick up & equivalent	1500	10
TATA 407 & equivalent	2500	8

13. Five paisa per litre of the milk will be deducted from the distributor cum transporter payment and the same will be kept as retention amount which will be paid directly or transferred to their dairy account of the concern distributor cum transporter in every 30 days (i.e. in next month) after reconciliation of his monthly account. Transporters have to give an application for the same in every month.
14. The distributor cum transporter shall take the delivery of products as per demand (including buffer stock) collected from retail outlets in their route/routes from Dairy plant situated at Gauripur, Amingaon, Guwahati and will distribute at different retail outlets in their route/routes.
15. The distributor cum transporter shall identify the new retail outlet in their area by themselves or with the help of COMFED authorised sales person if available in their route and inform to In-charge marketing. After getting consent from In-charge marketing, the supply to that retail outlet will be resumed.
16. The bidder should possess PAN Number, GST Number, FSSAI license and should own or arrange required vehicles for carrying and distribution of milk and milk products to retailers in their area of distribution.
17. 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.
18. The successful bidders should manage their 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 within the time frame, the bidders shall not be allotted the work order and their security deposit will be forfeited.
19. The bidders are required to enter into agreement within 15 days of issuance of work order and should ensure the submission of security deposit before commencement of work.

20. The distributor cum transporter have 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/employment related issue be made before any court of law.
21. The distribution cum transportation margin includes the transportation of milk from dairy plant situated at Gauripur, Amingaon, Guwahati and delivery to various retail outlets in his route including handling charges, incidental charges, leakages, damages if any etc.
22. If the events 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.
23. The bidder should note that vehicles used for the transporting 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 and if they are selected then they have to provide the insulated vehicle for verification before the commencement of work.
24. The CEO of COMFED unit Guwahati reserves the right to restructure the marketing route within maximum allowable to &fro distance of the route as per financial bid document. He will be at liberty to cancel the offer of assignment if the bidder fails to make security deposit, deployment of vehicles and readiness of transportation and execution of agreement as stipulated in terms of offer and assign work to another interested bidder.
25. The CEO, COMFED unit Guwahati reserves the right to extend tender date or 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.
26. If any dispute or difference arises in connection with this contract, shall be settled amicably, failure of which such dispute shall be referred to arbitrator to be appointed in accordance with the provisions of Indian Arbitration Act 1996. The arbitration proceeding will have to be held in Patna or such other place as decided by the arbitrator at his discretion. The order/ decision of the arbitrator shall be final and shall be accepted by both the parties. If, however, the parties are not able to resolve any dispute or difference amicably then the venue for arbitration shall be at Patna.

Read & accepted

Seal &Signature of the Applicant

Section-III

Description of the marketing routes

S.N.	Marketing Routes	Region under Marketing Routes	To & Fro Distance in kms (Approx.)	Type of vehicle required	Security Deposit Amount (Rs.)
1.	Rangia	BaihataChariali, Kendukuchi, Cheoti, Murara, Society Chowk, Rangia town, Rangia Rly Station, Kaurbaha, Tulsibari, Bus stand, Tamulpur road, Rangiatiniali, Gandhibari	76	Bolero Pickup/TATA – 207 or equivalent, TATA-407 as per requirement	1,00,000/- (One Lakh Only)
2.	Nalbari	Dadara, Singimari, Damdoma, Gerua Chowk, Hajo – Opp police station, Hajo chowk, Pakhamela, Kalitakuchi Chowk, Bijulighat, Arikuchi, Marowa, Bagal Road, Amajapur Chowk, Nalbadi Chowk Bazar, Nalbari Town area, Chamata, Sarthebari, Barama, Tihu	96	Bolero Pickup/TATA – 207 or equivalent, TATA-407 as per requirement	1,00,000/- (One Lakh Only)
3.	Shilong	Whole Shilong City	250	Bolero Pickup/TATA – 207 or equivalent, TATA-407 as per requirement	1,50,000/- (One Lakh Fifty Thousand Only)
4.	Tezpur	Jagiroad, Naogaon, Tezpur, Missamari	440	Bolero Pickup/TATA – 207 or equivalent, TATA-407 as per requirement	1,50,000/- (One Lakh Fifty Thousand Only)

Note: For any other route security deposit would be decided by sale potential of the route.

Section-IV

TECHNICAL BID FOR TRANSPORTER CUM DISTRIBUTOR

(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-
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.	Proof of Resident (Aadhar card/ Voter ID / Driving License)	
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 work orders 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 the distributor cum transporter proposal (Proof of Financial Resource available)	
14.	Cost of Tender for Rs.500/- (Please attach original DD)	DD no. & date:
15.	Cost of Earnest Money Deposit (EMD) for Rs. 10,000/- (Please attach DD)	DD no. & date:
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 convicted by any court of law and or no court cases are pending against the applicant as on date of application	(Undertaking on letter head to be attached)
20.	Why are you interested to become a	(A write up to be attached)

	distributorship of COMFED?	
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, the candidature or assignment given, is liable to be cancelled.

Seal and Signature of the Applicant

Section-V

Check List

S.N.	Particulars	Technical Bid Serial no.	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	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 fund	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
FINANCIAL BID FOR TRANSPORTER CUM DISTRIBUTOR

1. Name of applicant -----

2. Name of route applied -----

Route No	Marketing Route	Distance of route (to &fro) in kms (Approx.)	Approx. Carrying capacity (in KG)	Mileage of vehicle (KM/ltr.)	*Rate in Rs / litre of sale	
					Sale Volume	Rate (Rs per ltr)
1.	Rangia	76 Km	TATA-207 or equivalent-1500Ltrs. TATA-407 or equivalent-2500 Ltrs.	TATA-207 or equivalent-10 KM TATA-407 or equivalent-08 KM	For sale ≤ 700LPD	
					701LPD to 1500 LPD	
					1501 & above LPD	
2.	Nalbari	96 Km	TATA-207 or equivalent-1500Ltrs. TATA-407 or equivalent-2500 Ltrs.	TATA-207 or equivalent-10 KM TATA-407 or equivalent-08 KM	For sale ≤ 700LPD:	
					701LPD to 1500 LPD:	
					1501 & above LPD:	
3.	Shilong	250 Km	TATA-207 or equivalent-1500Ltrs. TATA-407 or equivalent-2500 Ltrs.	TATA-207 or equivalent-10 KM TATA-407 or equivalent-08 KM	For sale ≤ 700LPD:	
					701LPD to 1500 LPD:	
					1501 & above LPD	
4.	Tezpur	440 Km	TATA-207 or equivalent-1500Ltrs. TATA-407 or equivalent-2500 Ltrs.	TATA-207 or equivalent-10 KM TATA-407 or equivalent-08 KM	For sale ≤ 700LPD:	
					701LPD to 1500 LPD:	
					1501 & above LPD	
5.	For any other location (please specify route)	---	TATA-207 or equivalent-1500Ltrs. TATA-407 or equivalent-2500 Ltrs.	TATA-207 or equivalent-10 KM TATA-407 or equivalent-08 KM	For sale ≤ 700LPD:	
					701LPD to 1500 LPD:	
					1501 & above LPD	

- Note: i) Vehicle to be plied on specific route will be decided based on sales volume of the route.
 ii) For any other route as mentioned in S.N. 5, tenderer has to provide approx. to &fro distance and rate per litre in three categories as mentioned in above chart.
 iii) Rate to be quoted would be inclusive of distribution margin, transportation & other incidental expenses incurred for distribution of pouch milk.
 iv) For transportation & distribution of milk products, distribution margin of each product is already defined in price structure, however transportation margin will be decided later on depending on distance of the route.

Contd..

I declare that all the above information/details are true as per my best of knowledge and original documents of the supporting documents are making available for inspection. If anything found wrong/incorrect then my application may be cancelled. I accept all the terms & condition of the tender.

Date:

Signature of the Applicant

Place:

Name:

Seal

GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

1. Distributor cum Transporter here by referred as Distributor in the below mentioned terms & conditions of the agreement.

2. **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.

3. **Authorized Territory:-**

The appointment for distributor cum transporter shall be as per the area of marketing route. 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,

4. **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.

5. **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.

6. **Deposit of amount: -**

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

7. **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 are already included in the distribution margin & distributor would ensure to replace the leaky pouches to the retailers.

8. **Period of assignment: -**
The tenure of the distributorship assignment shall be initially for two years valid from the date of the agreement, which may be extended with mutual consent and or assessment of performance of the distributor.

9. **Security Deposit:-**
The Distributor shall make deposit of security amount as mentioned per route 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 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.

10. **Penalty Provisions:-**
The Transporter cum 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.

11. **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 cum transporter.

12. **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.

The 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.

13. 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 ensure the availability of products throughout the day with the retailers and should arrange to open an own exclusive outlet (Parlor) within his area of operation.
- (vi) 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 and has no concern with COMFED Guwahati Unit.
- (vii) The distributor shall return the equal number of empty crates as received on previous delivery to the plant.
- (viii) 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.
- (ix) 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.
- (x) In areas where retailers are located in narrow street (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.
- (xi) 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.
- (xii) 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 and has no concern with COMFED Guwahati Unit.
- (xiii) 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

- (xiv) The distributor shall abide by the operational modalities, timings and security norms of the COMFED Unit, Guwahati during the currency of this agreement.
- (xv) The distributor shall ensure proper insurance coverage for the materials after taking delivery from the plant against theft, pilferage, riots, fire, etc. In any case, the Dairy is not liable for any loss / damages/ theft after handing over the products.
- (xvi) 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.
- (xvii) 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.
- (xviii) 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.
- (xix) 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.
- (xx) That every booth/ cabin/shop retailer shall be allowed to check his supply for leakages at the time of taking delivery. The Distributor will exchange of leaked pouches given to the agent or institution with equal number of good pouches without any disagreement or argument.
- (xxi) The Distributor shall in no case or under any circumstances assign delegate or sublet this contract to any other agencies or persons.
- (xxii) 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.
- (xxiii) 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.
- (xxiv) 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.
- (xxv) 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.

14. **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.

15. **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.

16. 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.

17. 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 (as amended up to date) 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 competent court at Patna.

Read & accepted

Seal and Signature of the bidder