

WANTED DISTRIBUTOR FOR STATES OTHER THAN RAJASTHAN

Rajasthan Cooperative Dairy Federation Ltd., Jaipur an organization with a combined turnover of around 2500 crores, engaged in Marketing of “Saras” range of long life milk products Ghee, SMP, Cheese, Rasgulla, Flavoured Milk, Ice Cream, Butter, UHT Milk and Fresh milk products Chaach, Lassi, Shrikhand, Dahi is interested in appointing distributors for the sale of Longlife and Fresh Milk Products in Delhi and Long life products in other states i.e. Delhi, Haryana, Punjab, UP, Jammu & Kashmir, Uttranchal, Gujrat, M.P, Chattisgarh, West Bengal and Assam states etc., in India. Parties fulfilling applicable statutory requirements like CST No., VAT No., Food License etc., with adequate warehousing, transportation facilities and manpower may send their application in the RCDF prescribed application form. The interested parties may download the application form from RCDF website **www.sarasmilkfed.rajasthan.gov.in** The application form fee is Rs. 1,000/-, payable through bank draft in favour of RCDF Ltd. In the case of downloaded application form bank draft may be attached along with application form. The bank draft in favour of RCDF Ltd Jaipur towards earnest money of Rs. 25,000/- is also to be enclosed.

Delivery of Saras Long life products shall be given from nearest Milk Union/ office of RCDF against advance payment on the distributor price prevailing on the date of delivery.

(L.K.kaushik)
General Manager (Mktg.)

Signature of Applicant

RAJASTHAN CO-OPERATIVE DAIRY FEDERATION LIMITED
SARAS SANKUL, JLN MARG, JAIPUR– 302017

RCDF/GM/Mktg/F.6(201-51)/2015

Dated

//REGISTERED POST/BY HAND//

M/s _____

Cost of Application form : Rs 1000/-

Sub : - Application for Distributorship for Outside Rajasthan State.

Dear Sir,

This has a reference to your application dated, we are enclosing herewith RCDF prescribed Application Form for distributorship for Outside Rajasthan State. You are hereby requested to send the same to us duly filled along with Earnest Money of Rs. 25,000/- **by Demand Draft** in favour of R.C.D.F. Ltd. Jaipur.

Thanking you

Yours faithfully,

Encl : As above.

General Manager (Marketing)

Signature of Applicant

**INVITATION OF APPLICATIONS FOR APPOINTMENT OF DISTRIBUTORS
OUTSIDE RAJASTHAN STATE FOR SELLING SARAS GHEE & OTHER LONG
LIFE PRODUCTS.**

Rajasthan Co-operative Dairy Federation Ltd. (RCDF) wishes to expand its market and distributors network for its “Saras” Ghee (and other long life milk products to be lifted along with ghee) manufactured by its affiliated milk unions by appointing distributors outside Rajasthan State. For this purpose the application is required to be made in the prescribed format which should be duly filled in, completed with all required documents duly indexed with page numbers and submitted to this office along with a bank draft towards Earnest Money of Rs. 25,000/-. **In case the application form is download from our website, the applicant will also enclose bank draft amounting to Rs 1000/- (Rupees One Thousand) towards non refundable application form fee in favour of “RCDF Ltd.” payable at Jaipur.**

- Each applicant is required to deposit Earnest Money of Rs. 25,000/- and Rs. 1000/- towards the cost of application form, if it is download from RCDF website the application form fees is to be paid through bank draft in favour of RCDF Ltd along with the application form. Applications received without any of the demand drafts are liable to be summarily rejected. In case distributorship is awarded the earnest money would be converted into security deposits and balance amount of Security deposit of Rs. 75,000/- (Rs. Seventy Five Thousand only) is to be deposited in form of Cash/Bank Guarantee. The bank guarantee shall be for a minimum period of 42 months.
- The details and documents provided in the application shall be subject to verification by the representative of nearest Milk Unions. Applicant has to ensure that full and correct details and documents are given to avoid rejections at any stage before and after award of distributorship. Verification of details, credentials and conduct of the applicant is to be carried out by representative of nearest Milk Unions.
- ***On the recommendation of screening committee / selection committee, the Managing Director, RCDF may select / reject any applicant for the distributorship. The applicant shall have no right to make objection on this account.***
- **No interest shall be payable by RCDF, on Earnest Money/ Security deposit amount of Rs. 25,000/- only, received through bank draft. Also, RCDF shall not liable to pay interest on amount of bank guarantee.**
- Continuous performance and commitment to sale of Saras Ghee & products is the essence of contract of distributorship. RCDF with its affiliated Milk Union shall be evaluating the performance of the distributors for quarterly / yearly / monthly basis, as per requirement. The performance of the distributors during first 6 months shall be reviewed and the distributorship of the incumbents, who fail to lift the goods as per the given targets, may be terminated after 6 months. After review of performance the distributorship of poor performers would be terminated and the new distributors may be appointed for the respective State Outside Rajasthan State.
- Distributorship may be appointed upto any extent of numbers in any State and also supply goods to any party on cash and carry basis as per requirement.
- **Eligibility and Qualification Criteria for Distributors**

1) The applicant should ensure that he meets out all Statutory requirements like:

- a) Central Sale Tax Registration and State Tax registration of respective States.
- b) Food License
- c) PAN no.
- d) Tin No.
- e) Registration under shop establishment Act etc. or similar registration.
- f) Any other requirement.

Signature of Applicant

2) Distribution Business Requirements

- i. Location of operating point, warehousing capacity etc.(Documents have to be attached to assess whether in the name of applicant or rented or not available presently with the applicant)
- ii. Details of delivery vehicles (whether own or contracted/ hired, related papers are to be attached)
- iii. Details of manpower. (employee etc.)
- iv. Sales turnover details of last year, as per audited balance sheet.

3) Financial Standing of applicant

- i. Like solvency certificate/ bankers certificate etc.

4) Commitment to promote the business of Saras

- i. Per month minimum lifting targets of Saras products, if it is more than the targets fixed by RCDF. (details have to be given)

Selection Criteria for Distributors

After receipt of verification report from respective milk union, GMs Committee of RCDF, will make screening of the applications and recommend to MD, RCDF for final decision, so that intent letter to selected candidates may be given, as per requirement. The selected candidates shall have to execute agreement on non-judicial stamp paper of Rs. 5000/-.

The application form received after due date shall not be considered.

Signature of Applicant

**APPLICATION FOR DISTRIBUTORSHIP FOR OUTSIDE RAJASTHAN STATE FOR
SELLING "SARAS" MILK PRODUCTS**

Applicant must read following important points before filling up the application form for selling 'Saras' range of milk products for outside Rajasthan State.

1. Application forms shall be considered only on prescribed form of RCDF. The non refundable application form fee is Rs. 1000/-, which is to be paid through bank draft payable in favour of Rajasthan Co-operative Dairy Federation Ltd., Jaipur. The application form can be obtained from RCDF, after making payment of application form fees. The application form can also be downloaded from the RCDF website. In case form is downloaded from website bank draft is to be enclosed towards non refundable application form fees.
2. Applicant must give full and correct details in this form.
3. Applicant must enclose the bank drafts of Rs. 25000/- towards earnest money with their application form.
4. The application form is to be submitted to RCDF.
5. RCDF shall get the verification of credentials given by the applicant.
6. After receiving verification report, a committee consisting of all General Managers of RCDF, FA, RCDF and Managing Director, Jaipur Milk Union shall make screening /scrutinise the applications and recommend the suitable applicants, for selection to MD, RCDF.
7. Selected candidates shall have to execute an agreement before commencement of distributorship. Selected distributors shall have to lift the 'Saras' milk products as per details given in the annexure-A from the start date of distributorship. During *the first 6 months* i.e. from the starting date of distributorship, the performance of the distributors shall be reviewed and the distributorship of the incumbents, who fail to lift the goods as per the given targets, may ***be terminated after 6 months***. The same procedure shall be followed to weed out non performer during next 3 months. However, in case performance and conduct of distributor is not found satisfactory, the RCDF may be at liberty to terminate the distributorship at any point of time, without any prior notice and compensation for remaining period.
8. Even after passage of 6 months, periodical review i.e. (quarterly/annually/monthly) as per requirement i.e. monthly/ quarterly/annually may be made by RCDF from time to time and in case at any point of time it is found that the performance / conduct of distributors is not satisfactory their distributorship may be terminated for remaining period without giving any notice and compensation etc.
9. **RCDF may appoint upto any number of distributors in a particular State, even after one spell of appointment of distributors. RCDF may also directly sale goods to parties in the particular State as per requirement.**
10. No terms and conditions other than those mentioned in this application form shall be applicable and binding on RCDF.
11. The applicant should ensure that the financial standing/capacity, sufficient space and supply chain as well as sufficient man power is with him as per requirement of the work.
12. **The applicant should ensure that he meets out all statutory requirement like, VAT licenses, Food License, PAN no., Tin No., registration under shop establishment Act or similar Act of respective state., and fulfil all other requirements as per distribution work. It will be the responsibility of applicant to comply with all statutory requirements as per law of land.**

Signature of Applicant

1.	Name of the party	
2.	Postal Address (Any letter / communication sent to this address shall be deemed to have been delivered to the firm, irrespective of whether the letter has actually been delivered to the firm or not – Please therefore provide complete address with PIN.	
3.	Telephone No(s). Mobile No (s) (SMS could be sent by us on this Mobile No.) Fax E-mail	
4.	Name of State for which distributorship is required Name of District of that respective State.	
5.	I. Details of Bank Draft towards application form fees. No. & date II. Details of bank Draft towards Earnest Money Number and Date	
6.	Nature of Concern Partnership firm/ Proprietorship/ Pvt. Ltd. Co./Co-operative/ Others (Specify) (In case of Firm : Self Attested copy of the partnership deed and certificate of registration must accompany the application. In case of <u>authorised person</u> : Power of Attorney duly executed and attested must accompany the application.)	
7.	Name(s) of Proprietor/ Partners/Directors	
8.	VAT Registration No. & date CST Registration no. & date Food License No. & date PAN No. of Firm/Applicant	
9.	Shop & Establishment Act Registration No. & date	
10.	Name & Address of Bankers	
11.	Present Turn Over	
12.	Name of Insurance Company with whom goods/Godowns are insured	
	a) Type of Policy	
	b) Value of cover obtained	
13.	Details of Establishment / Infrastructure	
	a) Storage space (Dimension/Area in Sq.ft.)	
	b) Refrigeration facility, if any (Specify in litre/cubic ft.)	
	c) Delivery Vehicles (Nos. with details)	
	d) Staff employed full time (Specify type and Nos.)	
14.	Experience of Selling Food Items (in years)	
15.	Details of Operating Point (In Wholesale/Retail Market) with city and State	

Note : Self Attested copy of all the relevant documents is to be enclosed.

Signature of Applicant

16.	Details of companies/products represented (Details of existing distributorship, if any)			
S. No	Company	Product	Appointment Date	Annual Turnover
17.	Details of distributors and retailers available with applicant, if any.			
18.	Associate/Sister Concerns, if any (give full details)			
19.	Name, status and address of person who will be responsible for day-to-day dealing with RCDF/Milk Union. (Enclose valid Authority letter with seal and signature)			
20.	Applicant undertakes to lift minimum quantities of 'Saras' range of milk products at distributor price prevailing on the date of delivery against advance payment through Bank Draft as per details given at annexure 'A'			<p>As per target prescribed by RCDF/ if the applicant is desirous of lifting the higher quantity the details of per month may be given.</p> <p>Signature</p>

Note : Self Attested copy of all the relevant documents is to be enclosed.

Signature of Applicant

21. I/We agree to abide by the following conditions : -
- (a) The distributorship is for Ghee, Butter, Milk in Tetra Pack, Cheese, Flavoured Milk, SMP and Rasgulla, Mawa etc. However, any long life dairy products marketed by RCDF under SARAS brand name shall also be covered by the same.
 - (b) RCDF may decide to market its products like Ghee, Butter, Milk in Tetra Pack, Cheese, Flavoured Milk, Rasgulla, Gulab Jamun through a separate selling channel.
 - (c) While selling the goods to consumer/agency it is necessary to observe MRP printed on each and every pack containing the goods.
 - (d) The distributorship function will require obtaining supply of products from the nearest RCDF affiliated Zila Dugdh Utpadak Sahakari Sangh/Sales office of RCDF strictly on advance payment by Bank Draft/Pay Order. **No credit sale shall be allowed by RCDF/ Milk Unions.**
 - (e) The selling price of the products shall be fixed by RCDF from time to time and in no case shall the distributor sell products to the retailer at a price higher than those fixed by the Federation/ Milk Union.
 - (f) RCDF/ Milk Union shall have exclusive right to fix the prices of its products and they reserve the right to vary/ alter/ revise prices at any time and no advance information shall be given to the Firm regarding the same. RCDF shall not be liable for any commitment made by the Firm to the trade before the price revision.
 - (g) The distributor shall supply products only in the area assigned to the party and shall endeavour to cover 100% of this area.
 - (h) Consequent upon expiry of the term of agreement, the security will be refunded if otherwise found to be qualifying for the refund. **No interest on earnest money/ security amount of Rs. 25000/- received through bank draft and on the amount of Bank Guarantee will be paid by the RCDF.** In the event of non-performance of distribution functions or failure to achieve targeted sales or any other default in observance of the terms and conditions. RCDF may impose appropriate penalty on the distributor maximum to the extent of security deposit amount. The amount of penalty is liable also to be adjusted and reimbursed from the security deposit. The decision of the General Manager / Incharge (Marketing), RCDF in this regard shall be final and binding.
 - (i) The total commission payable on pack-wise and product-wise basis to retailers shall be decided by the Federation from time to time. Under no circumstances, shall the distributor pay less / than stipulated commission to the retailer.
 - (j) The distributor shall send periodic statement as prescribed by the Federation / Milk Union showing the stock receipts, sale and balance on product-wise/ pack-wise basis. The distributor shall also send any other statement in the prescribed format as per the requirement of the Federation from time to time to concerned Milk Union.
 - (k) Once the distributor takes delivery of the goods, the responsibility of the Federation / Milk Union shall cease. It is upto the distributor to effect a check before taking delivery. After delivery, the entire risk and responsibility of the goods shall be of the distributor only. The goods once sold shall not be taken back by RCDF/ its milk unions. All expenses for storage, distribution to retailers or any such matter shall be borne by the distributor.
 - (l) **The duration of the distributorship will be for 2 year only.** It may however be extended by express order for further periods of one year by mutual consent. Any interim or stop gap continuations beyond the period till new distributors are appointed shall not be construed as “extension”. The distributor shall continue to abide by all the terms in such an event.
 - (m) **The Managing Director, RCDF** shall be free to terminate the agreement without giving any notice. The Federation’s right to terminate this agreement shall be without prejudice to any of its other rights and remedies against the distributor.

Signature of Applicant

- (n) The RCDF shall have the right to appoint any other person(s)/Institution as distributor in a particular area and existing distributor shall not have any right to obtain injunction or restraint order against appointments of new distributor(s). RCDF can even approach distributors of large groups, institutions etc like ITC, More, Reliance, Big Bazaar, Co-operative stores etc.
- (o) First review of the performance of Distributor for first six months of his appointment shall be made by RCDF. After first review, in case it is found that distributor failed to lift the minimum quantities of 'Saras' range of milk products as per details given at annexure 'A', the distributorship in such case may be terminated. However the review of performance of distributors shall also be made on continuous basis **i.e. monthly / quarterly/Annually, as per requirement** and if at any point of time it is found that the **performance and conduct** of distributor is not satisfactory, RCDF may consider to terminate the distributorship.
- (p) The distributor shall be responsible for complying with all kinds of requirement under Income Tax, Sales Tax, PFA act, Consumer Protection Act and any other relevant legislation that may be in force from time to time. The distributor shall keep RCDF harmless against any claims made under these laws.
- (q) The distributor shall not sublet or reassign the distributorship and in the event of the Federation getting to know of such an arrangement, the distributorship shall be liable to cancellation.
- (r) The stocks, records, godown and any other infrastructure of the distributor pertaining to the dealings with RCDF shall be open to inspection by the General Manager/ Incharge (Marketing), RCDF or his authorised representative at any time.
- (s) The brand name/ trademark/ label/ logo/ packaging and other rights shall vest with the Federation only.
- (t) RCDF will have powers to add, delete, amend or clarify any condition at any time and the same will be considered binding on the distributor.
- (u) Any dispute arising between the parties shall be subject to the jurisdiction of the Courts at Jaipur.
- (v) In case of any dispute, the decision of the **Managing Director, RCDF, Jaipur or a person of RCDF nominated by Managing Director, RCDF, Jaipur** shall be final and binding on all parties concerned. The Managing Director, RCDF or a person of RCDF nominated by Managing Director, RCDF shall act as sole arbitrator in the matter and the arbitration proceedings shall be governed by the provisions of the Indian Arbitration & Conciliation Act, 1996 amended from time to time and rules framed thereunder.
- (w) Successful parties shall have to execute an agreement on non judicial stamp paper of Rs. 5000/- for carrying of the marketing operation as per the terms and conditions of the RCDF. The amount of Rs. 5000/- and stamp paper fee shall be borne by the applicant.
- (x) Employees or close relatives of employees of RCDF shall not be eligible for distributorship.

Signature of Applicant

NOTE : -

1. The aforesaid conditions shall ipso-facto, unless the context requires otherwise, become the terms and conditions of the agreement in addition to the other terms and conditions of the agreement.
2. An incomplete application is liable to be rejected summarily.
3. The enclosed Affidavit in Form 'A' should accompany this Application Form.

It is hereby stated by the undersigned that the facts and information stated above are true and correct to the best of my knowledge and belief.

Date :

Signature of Applicant

Name:

Designation:

Place :

Full Address :

Mobile No.

Fax No.

Signature of Applicant

FORM-A

(on non-judicial stamp paper of ₹. 20/-)

STRIKE OUT WHICHEVER IS NOT APPLICABLE TO BE TYPED ON NON-JUDICIAL STAMP PAPER OF ₹. 20/- VALUE WHICH IS TO BE SUBMITTED BY ALL PARTNERS/ DIRECTORS/ CONSTITUTED ATTORNEY/ PROPRIETOR.

I _____ son/ daughter/ wife
of _____ by caste _____ residing at _____
do hereby solemnly
affirm and say as under:-

1. That I am an Indian National and the Proprietor/ Director/ Partner/ Constituted attorney of the Applicant.
2. That there are no charges framed against me/ us by Court of law (other than freedom struggle) and of I/ We have never been convicted or been tried for any criminal offence involving moral turpitude and/ of economic offence (other than freedom struggle) punishable under law.
3. That if any information given by me/us in my/ our application of in any document submitted by me/us in support of my/ our application for award of distributorship/stockist ship or in this Affidavit is found to be untrue or incorrect or false, Rajasthan Co-operative Dairy Federation Limited would be within its rights to withdraw the letter of intent/ terminate the distributorship (if already awarded) in addition to the other remedies available to the RCDF by-law and that I/We would have no claim, whatsoever, against Rajasthan Co-operative Dairy Federation Limited for such withdrawal/ termination.
4. That all the facts and information stated in the enclosed form of application for distributorship are true and correct.

Solemnly affirmed and declared before me this _____ day of _____, 2016

Signature of person making
Affidavit being the constituted Attorney (Deponent)

VERIFICATION

I / We Deponent, hereby verify that what has been stated above in Para 1 to 4 are true and correct to the best of my/ our knowledge and belief and nothing material has been concealed there from. May God help me.

Solemnly affirmed at _____

Dated this ____ of _____ 2016

DEPONENT

Signature with Seal of Notary Public

Signature of Applicant

RAJASTHAN COOPERATIVE DAIRY FEDERATION LIMITED, JAIPUR.

DETAILS OF MINIMUM NORMS FOR ISSUE OF PRODUCTS TO DISTRIBUTORS

Name of Product	MINIMUM LIFTING BY DISTRIBUTORS AT A TIME (MT)	MINIMUM LIFTING BY DISTRIBUTORS IN A MONTH (MT)
GHEE	2.0	20.0
SMP	5.0	20.0

Signature of Applicant