

# **BIHAR STATE MILK CO-OPERATIVE FEDERATION LTD.**

UNIT - NALANDA DAIRY, BIHAR SHARIF DAIRY PROJECT

AT-BIJWANPAR, PO- RANABIGHA, BIHAR SHARIF-803101

Mobile No.-9471005228 , Email- nalandadairy@gmail.com

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## **INVITATION OF APPLICATIONS FOR APPOINTMENT OF DISTRIBUTORS FOR SUDHA ICE-CREAM**

### **TERMS AND CONDITIONS FOR APPOINTMENT AS AUTHORISED SUDHA ICE-CREAM DISTRIBUTOR:**

1. Last date of submission of application is up to 5.00 PM on 21st February, 2018. All application received after cut off dates will be kept in records & may be used for future consideration. However, any application received after 26th February, 2018 will not be accepted.
2. Complete applications in all respect are to be submitted to NALANDA DAIRY at the following address:  
NALANDA DAIRY, BIHAR SHARIF DAIRY PROJECT,  
AT-BIJWANPAR, PO- RANABIGHA,  
BIHAR SHARIF-803101, MOBILE NO.-9471005228/ 8877675280
3. All applications will be scrutinized to check eligibility conditions. Applications which fulfill eligibility conditions will be short listed and
  - A) COMFED will constitute a Technical committee to evaluate all eligible applications.
  - B) Team of COMFED officials will visit shortlisted applicants' premises.
4. Based on evaluation reports of COMFED team's field visit, applicant will be selected for each location and informed in writing about his selection. The selected applicant shall execute an agreement on a non- judicial stamp paper of value of Rs.1000/- (stamp duty to be paid by the applicant) within 7 days from the date of the intimation from COMFED informing that his application has been accepted. The Specimen form of agreement is available in Annexure- I.
5. Initial validity of appointment is for one year, Renewal is made only after looking to the satisfactory performance of the distributor. Distributor has to follow and fulfill the requirement of agreed terms & Conditions strictly to ensure further continuation of distributorship by COMFED.
6. Distributor has to operate in an area of operation as indicated in the appointment certificate and this will be binding on the distributor. However the area of operation may be reduced, enlarged or divided at the discretion of COMFED management.
7. Every distributor shall furnish a security deposit in DD of Rs.25,000/- for faithful, observance of terms and conditions. No interest would be payable on security deposit.
8. In the event of breach of any terms or any condition of distributorship agreement, COMFED may forfeit the entire security deposit after giving a show cause notice in writing and thus the certificate of appointment and agreement made will be treated as cancelled.

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## APPLICATION FOR APPOINTMENT OF DISTRIBUTOR FOR SUDHA ICE-CREAM

Passport  
Size  
Photograph of  
Applicant

**Areas intended to cover for Sudha Ice-cream:**

1. **Name of applicant (Block letters) :**
2. **Date of birth & age :**
3. **Educational qualification :**
4. **Postal address # :**
  
5. **Registered Name & Address of the Firm # :**
6. **Whether Proprietorship Or Partnership # :**
7. **Phones**
  - Office Nos. :**
  - Mobile Nos.:**
  - Fax Nos. :**
  - Residence Nos.:**
  - E-mail address :**
  
8. **Name & Address of Branch Office/s, if any :**

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**9. Registration Details (to be supported by document)**

- a) VAT :
- b) FSSAI License Details:
- c) PAN Number :

**10. Nature and Details of present line of business /es : (supported by document)**

Products	Company / Brand	Appointed Year	Annual Turnover	Areas Covered	No. of Outlets

\* Preference will be given to parties having turnover of Rs. One Crore per annum. Financial audited report of last year should be enclosed.

**11. Declaration that the person / firm have no criminal antecedents and have not been black listed by COMFED before (Affivavit to be attached)**

**12. Infrastructure Facilities Available :**

**A) Cold Store (If any): (to be supported by Photograph )**

- i) Dimension :
- ii) Address and Location :

**B) Nos. of Deep freeze with Capacity: (to be supported by Photograph )**

**C) Office Address and Location :**

**D) Delivery Vehicle : (to be supported by Photograph )**

- i) Number/ type of vehicle/s:

**E) Staff Employed :**

Office:

Sales:

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**13. Ability to invest funds per month for stocking and distribution of SUDHA Ice-cream in Rs. (Self-declaration to be attached):**

**14. Name and Address of Banker :**

**15. Expected Lifting per month of Sudha Ice-cream that can be assured by the Party if appointed as Distributor.**

a) Sales (Liters / kgs) :

b) Value (Rs.) :

**16. Details regarding Business handled earlier and discontinued (Sales Experience)**

Company	Products & Area covered	Dealt From	Dealt Till	Annual Turnover	Reasons for Discontinuing

**Note: Enclosure for sl. no. 9, 10, 11 and 13 will be necessary to be attached with application.**

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## We hereby certify and declare that :

1. The details / documents furnished by us above are true to the best of our knowledge. In case of COMFED find any of the information / documents furnished false / fraudulent, COMFED can cancel the distributorship without notice.
2. In future, any significant changes in the details furnished above, we undertake to inform COMFED regarding the same in writing.
3. We understand that the Business dealings with COMFED regarding this distributorship / are on principal to principal basis.
4. We shall take all possible steps to achieve maximum sales of SUDHA Ice-Cream and proper coverage to all the retail outlets in the allocated area. We would not indulge in intruding in to other's territory.
5. We shall provide all facilities for adequate and efficient distribution of SUDHA Ice-Cream.
6. We shall store SUDHA Ice-Cream in a hygienic manner with due care without causing damage to the goods.
7. We shall comply with all the statutory requirements and rules in force from time to time and we undertake to keep COMFED indemnified from the consequences arising out of any lapse on our part in observing the statutory requirements.
8. We agree to provide all kinds of information regarding statistics, market information from time to time as required by COMFED.
9. We guarantee that all outlets will be covered fully.
10. We agree that in case of any failure to comply with T & C of agreement, COMFED shall be free to appoint other distributor and/or make direct supplies to other parties without any reference/ compensation to us.
11. We undertake to sell to all the outlets and clients at prices prescribed by COMFED from time to time and will not indulge in changing the price structure.
12. We shall provide free delivery service to all outlets in the area allotted and shall not insist on clients to buy case-lot quantities.
13. COMFED Reserves the right to modify/amend any or all the terms and condition/s stipulated for appointment of distributor.

Date:

Signature of the applicant

Place:

With seal of firm

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## Annexure-I

### AGREEMENT FOR DISTRIBUTOR

#### **THIS AGREEMENT IS MADE BETWEEN:**

1. Nalanda Dairy, Bihar Sharif Dairy Project, Bihar Sharif having its Office at Bijwanpar, PO-Ranabigha, Bihar Sharif-803101, (hereinafter referred to as "PRINCIPALS" which express unless otherwise so express shall mean and include its success, executors, administrators and assigns of THE FIRST PARTY): and M/s ----- as the "Distributor" which expression unless otherwise so expressed shall mean and include its heirs, executors, administrators and assigns of SECOND PARTY.

2. WHEREAS party of the first part, Nalanda Dairy, is engaged in marketing of Sudha Ice-cream and is desirous of appointing the distributor at ..... in the State of ..... for proper procurement of Orders from retailers, Sudha parlours, restaurants and Institutions and supply/sell the Ice-cream of the Party of the First Part, Nalanda Dairy to them.

AND whereas party of the second part is desirous of being appointed as the "DISTRIBUTOR" of the party of the first part for supply/sale of all its Ice-cream, present and future, at ----- in the State of -----.

AND WHEREAS, in the mutual interest, the party of the first part has agreed to appoint the party of the second part as its "Distributor" on the mutually agreed terms and conditions set forth hereunder:

#### **NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:**

(i) That the party of the first part, Nalanda Dairy hereby appoints M/s ----- party of the second part hereof, as the "DISTRIBUTOR" for Sale/Supply of Ice-cream in the State of ----- as per the agreement terms & conditions in the following districts/area:  
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(ii) That this agreement is effective from the date of signing of this agreement and shall be valid up to 1 (one) year from date of signing.

(iii) This agreement can be terminated by giving 30 days notice from either side.

(iv) The DISTRIBUTOR shall procure orders from retailers, Sudha parlours, restaurants and Institutions in assigned area on a regular basis and shall execute orders received from expeditiously.

(v) The DISTRIBUTOR shall be required to keep adequate average stock of 05 days on monthly sales to meet demand of the retail stores.

(vi) The DISTRIBUTOR Agent will transfer/ deposit money in the bank account of Nalanda Dairy with the order mailed at the E-mail id of Nalanda Dairy.

(vii) That the first party will despatch Ice-cream to the DISTRIBUTOR by refrigerated van or such other mode of transport as may be deemed fit, up to Warehouse of distributor.

(viii) That the DISTRIBUTOR will store goods and keep the same in proper storage conditions, having due regard to the specific nature of the products, before their onward supply.

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(ix) Month wise stock and sales statement shall be submitted to the principals by the DISTRIBUTOR by the 5th day of the succeeding month.

(x) The DISTRIBUTOR agrees to furnish necessary Sales Tax forms as required under the Central Sales Tax and the State Sales Tax Laws of the State of the principals at the earliest.

(xi) The DISTRIBUTOR shall have to use computer for billing & stock maintaining.

(xii) Nalanda Dairy will fix area/cities of operation of DISTRIBUTOR in writing. Areas may be added/ deleted based on performance of DISTRIBUTOR in these particular areas.

(xiii) Complaint, if any, received against the quality of products supplied by the Principals, shall be promptly reported to the Principals with relevant details for appropriate action within 5 days of receipt of such stocks.

(xiv) The DISTRIBUTOR shall be responsible to cooperate with the Auditors, Marketing officers or such other staff as may be sent by Nalanda Dairy to check and verify the records and the DISTRIBUTOR shall extend all necessary facilities and arrangements for the same. However, the expenses of such audit etc. shall be borne by Nalanda Dairy.

(xv) That the Nalanda Dairy reserves its right to appoint any number of DISTRIBUTORS in the area assigned to DISTRIBUTOR.

(xvi) In the event of any dispute or difference between the parties arising out of or in connection with or in relation to this agreement, the same shall be referred to the sole arbitrator of MD, COMFED or his nominee and his decision shall be final and binding on both the parties.

(xvii) In case of any dispute, relating to this agreement, only the court situated at Biharsharif shall have the jurisdiction.

In witness where of the parties have signed this Agreement this .....day of .....2018.

FIRST PARTY

SECOND PARTY

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

Witness:

Witness:

1.

1.

2.

2.