

APPLICATION FORM FOR APPOINTMENT OF ICE CREAM DISTRIBUTOR

**Managing Director,
OMFED, Bhubaneswar, Odisha**

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Photo

1. Name of the Party:

2. Nature of Business: (Proprietorship/Partnership/Company).

3. Name of the Proprietor/Partner/Director Mobile No.:

1.	<input type="text"/>
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4. Address of Business
(Pin code is must):

5. Contacts Nos.:

Phone /Mobile No.

E-Mail:

6. Address of warehouse:(If Separate from office)

7. Whether related to any one in OMFED:

8. GST/CSTNO.(Kindly attach certificate copy):

9. FSSAI Certificate(Kindly attach certificate copy):

10. PAN NO.(Kindly attach certificate copy):

11. Year of establishment:

12. Proposed Coverage area (City, Town , Block (max 2)):

13. Annual Turnover
(Attach 3 yrs CA certified copy):

14. Name of Banker with Address:

1.

2.

15. Bank A/C No. :

1.

16. Name of Authorized Signatory:

1.

17. No. of existing retailers serviced by you and area of current operation for various companies associated with you

Company Name	Area of Operation	Category (food, fmcg, frozen)	No. of Retailers	Turnover

18. Details of Person/Employee who will be assigned for OMFED transactions:

No. of Field Personnel to be employed:

19. Companies Presently Associated with as Channel Partner with area of operation and turnover

Signature of the Applicant

FOR ICE CREAM DISTRIBUTOR

Terms and conditions for Appointment of Ice Cream Distributor

1. Eligibility :

- a. Financially sound.
- b. At least two year experience in Perishable Goods like Milk Products of FMCG business.
- c. He/ She shall have own Godown Facilities.
- d. He/ She shall have Refrigerated Vehicle.
- e. He/ She shall have Cold Chain facilities like Deep Freeze, Freezer on Wheel etc.
- f. He/ She shall have adequate field staff.
- g. He/ She shall have valid GST Number.
- h. He/ She shall have valid Food License.
- i. Area applied should not affect the sale of existing Distributor/s of Omfed.
- j. He/She should not adopt any unfair means for allotment of said Distributorship.
- k. He/ She should make efforts to increase the sales turnover reasonably for the allotted area for business.

2. Selection and Allotment :

- a. The party who fulfills the eligibility criteria may be called for detail discussion within 15 days of the application received. If the applicant does not get any information from office within 30 days of the submission of the application, it should be presumed that the application is rejected due to not fulfillment of selection criteria.
- b. Allotment Order will be issued to the selected Applicant with a request to execute an Agreement between Applicant and Omfed. Before execution of Agreement, the Applicant has to deposit Rs.20,000/- in shape of Demand Draft for Interest Free Security.
- c. On allotment the Distributor has to brand the Godown and Vehicle as per Omfed colour specification.
- d. The Distributor has to start on his business within 30 days of allotment. Otherwise his allotment will be cancelled by Omfed on 15 days notice to the allottee. The security deposit will be forfeited.

3. Operation :

- a. The Distributor has to place indent at least 15 days in advance at concerned marketing office.
- b. The Distributor has to deposit advance money of Ice Cream indented at the designated banks of Omfed / concerned Marketing Office of Omfed.
- c. The Ice Cream will be delivered to the Distributor ex Dairy or nearest store point. No transportation cost will be paid.
- d. The Distributor or his/her authorized representative has to physically present at the time of delivery point to check the quantity and quality. No claim/ return is entertained after receiving the material other than genuine quality complain.
- e. The Distributor has to carry OMFED Ice Cream in Refrigerated Vehicle only.
- f. The Distributor shall operate as per the following distribution norm
 - i. Every product distributor need to follow the following mandatory distribution norms
 - ii. Every product distributor to hold stock of
 - (i) one day of perishable goods (self life within 08 days) products
 - (ii) 07 days of long self life having more than 08 days .
 - iii. Every product distributor need to have a minimum of 4 routes and a maximum of 6 routes.
 - iv. Every route to have a minimum of 25 outlets.
 - v. Every outlet to be serviced at least twice a week.
 - vi. Every outlet to have stock of all products including perishable products and products to be kept under refrigeration.
 - vii. Every outlet to maintain all varieties of product stock at any point of time. The same will be audited by OMFED official and if found shortfall then action to be taken against the distributor to the extent of cancellation of distributorship agreement.
 - viii. Every outlet to have OMFED product / ice cream poster/ chart.
- g. For complain relating to quality, same should be registered (in written) within 12 hours of supply for exchange. After 12 hours, no complain must be entertained.

4. Cancellation and Termination :

Omfed has the right to cancel/terminate, if the allotted Distributor:

- a. Does not start his business within 30 days of allotment.
- b. Sells Competitor Brand Ice Cream other than Omfed.
- c. Sells narcotic materials like Pan, Cigarette, Tobacco, Foreign Liquor etc.
- d. Does not achieve the target fixed time to time by Omfed.
- e. Sublets the distributorship to other.
- f. Any other practice, which hampers the reputation and business of Omfed.

On Cancellation, only 90% of the Security Deposit will be paid for full and final settlement after availing “**No Dues**” from the concerned Dairy.

APPLICATION FORM FOR ICE CREAM DISTRIBUTOR

A PERSONAL DATA				
1	Name of the Applicant		Affix Passport size Recent Colour Photograph	
2	Father's/Husband's Name			
3	Address for Communication	4 Permanent Address		
5	Proposed Place of Distributorship			
6	Name of the District			
B CREDENTIAL DATA				
1	Experience in Milk, Milk Products/Ice Cream /FMCG			
2	Any Experience in OMFED Business			
3	Existing Network			
4	Area of Operation			
5	Distribution Channel			
6	Annual Turnover (only of Ice Cream/FMCG)			
C FEASIBILITY DATA				
PARTICULARS				
1	INFRASTRUCTURAL FEASIBILITY			
a)	Godown facilities (Area Space)			
b)	No. of Freezer			
c)	No. of Refrigerated vehicle			
d)	No. of field staff for distribution			
e)	Alternative arrangement for power failure			
f)	Others (if any)			
2	MARKETING FEASIBILITY			
a)	No. of Agent			
b)	No. of outlet(wholly owned)			
c)	Area covered			
d)	Cold chain facility to Agent			
e)	Own Advertisement			
f)	Sale Growth			
g)	Potential Customers(Hotel, Mall, Shop, Mandap etc.)			
h)	Others (if any)			
3	FINANCIAL / STATUTORY FEASIBILITY			
a)	Constitution (Proprietorship/Partnership/ Co)			
b)	Sales Projection for 3 Yrs.			
c)	I.T. Return (Past 3 Yrs.)			
d)	GST No.			
e)	Food License No.			
f)	Trade License (if any)			
g)	Source for Project Financing (Own/Bank)			
h)	Source of Working Capital (Own/ Bank)			
i)	Others (if any)			

NB: The self attested photocopies of relevant documents (as mentioned above) to be attached along with this application form for verification.

Date:

Signature of the Applicant

AGREEMENT FOR DISTRIBUTORSHIP OF OMFED ICE CREAM
(In Non-Judicial Stamp paper of Rs. 100/-)

THE AGREEMENT is made on this day _____ of _____ Two Thousand Fifteen

BETWEEN

THE ORISSA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LTD., a Society registered under the Co- operative Act, 1962, having its registered and corporate Office at D-2, Sahid Nagar, Bhubaneswar hereinafter referred to as "**OMFED**" (which expression shall, unless repugnant to the context or meaning thereof, include its successors in interest and assigns) of the ONE PART

AND

_____ (Name and address both permanent and present of the individual/ In case firm, the names of both firm and its authorized along with address) hereinafter referred to as "**the Distributor**" (which expression shall, unless repugnant to the context or meaning thereof, include their successors in interest and assigns) of the OTHER PART.

WHEREAS **OMFED**, carrying the business of production, processing and marketing of milk, milk products and agri- products has added one more feather to its' wide range of products by launching **OMFED ICE CREAM** under the brand name of OMFED.

AND

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desirous to appoint distributors to market OMFED ICE CREAM and for such purpose willing to appoint parties/firms, who shall act as distributors for various for different localities in and outside the State of Odisha.

AND WHEREAS the above named OTHER PART has expressed its willingness to act as such wholesale distributor for _____ (Locality /City) on the terms and conditions agreed upon herein after.

NOW THIS AGREEMENT WITNESSETH

01. OMFED the First part hereby appoints the 2nd part as the Distributor to make necessary arrangement and investment for publicity and marketing of its product namely **OMFED ICE CREAM** for a period of three years commencing from dt._____ which is renewable after expiry of present term on mutually agreed conditions subject to satisfactory performance of the Other Part.
02. That the First Part shall supply OMFED ICE CREAM & other Milk Products as allowed by the Marketing authority to distributor for the sale to retailers in the area of _____ and its nearby areas under the operational area of OMFED.
03. OMFED reserves right to re-organize the operational area and appoint new distributor.
04. That the First party reserves the right to fix the purchase and sale price and make change of the same without any notice to the other part Distributor.
05. That the First part OMFED shall arrange for the transportation of ICE CREAM through refrigerated vehicle from respective dairies to the storage point/depot of the distributor subject to realization of 100% advance payment from the distributor.
06. That the Federation shall not be responsible for non-supply of ICE CREAM to the distributor for reasons beyond the control of the Federation and no compensation shall be allowed on the above ground.
07. That the other Part shall deposit two attested passport size photograph, PAN Card and also a sum of **Rs.20, 000/- (Rupees Twenty thousand only)** as interest free security as token amount towards his appointment as the Distributor of OMFED ICE CREAM and for supply of the same, at storage point of the distributor on FOR basis, as per the rates fixed by OMFED for Distributor. Which is refundable to the 2nd party on close of the business, against written application. The refund will be considered after full clearance of Omfed dues & Rs.2000/- will be deducted towards processing fees.
08. The Distributor shall not assign, transfer or charge his rights under these presents and in all correspondence and commercial documents in relation to the products shall describe himself as the Distributor for marketing of OMFED ICE CREAM.

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09. That the other Part Distributor shall only market, act as distributor and arrange for distribution of OMFED ICE CREAM & other allowed Milk Products at the price fixed by OMFED but not any other similar product.
10. That the Distributor shall make 100% advance payment along with the indent towards the cost of OMFED ICE CREAM in the form of account payee demand **draft drawn in favour of the OMFED payable at _____, or through NEFT system to _____** for effecting supplies by the First Part OMFED.
11. That the Distributor shall arrange for distribution of OMFED ICE CREAM to the retailers/consumers and required publicity for marketing of the same at its own cost.
12. That the Distributor shall act loyally and faithfully acknowledge and obey the orders and instructions of OMFED to sell only OMFED products and enhancement of its sale and if in any case it is not possible to obtain instruction in a particular matter to act in such a manner as the Distributor reasonably considers to be most beneficial to the interest of OMFED.
13. That the Distributor shall refrain from engaging or being interested directly or indirectly as the Distributor, Principal, Partner, director or employee in the production, sale or advertisement of goods of any description or kind or similar to or competitive with the products of OMFED without the prior written consent of the OMFED.
14. That the Distributor shall not make any representation in selling the OMFED products excepting OMFED ICE CREAM not to give any warranties or concessions other than those conditions of sale.
15. That the distributor shall be fully responsible for maintaining proper cold chain system of ICE CREAM during transit/storing/selling. If on verification by the representative of the Federation/ any authorized agency, it is established that the Distributor is guilty of adulteration/under weight etc. or making a breach of the terms and conditions of this agreement, aforesaid security deposit shall be forfeited, along with the termination of the said agreement.

16. That the Distributor shall be liable for quality and quantity of OMFED products on the very next moment when the title pass on to the Distributor after delivery of the same to him or his authorized person on payment.
17. That the Distributor shall bear all liabilities due to the third parties and be solely responsible and liable for all third party liability whatsoever and howsoever in course of performance of its obligations. The Distributor shall ensure the compliance of all statutory requirements.

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18. That the Distributor shall not use the name of OMFED in any manner whatsoever for any credit arrangement or otherwise and hereby agrees that OMFED shall not be responsible in any manner whatsoever for any debts, liability or obligations of franchisee or its representatives.
19. That the Distributor shall ensure that the OMFED ICE CREAM supplied at the business place are not stale, contaminated in any manner whatsoever or harmful to the health of consumers. The Distributor shall not use or sell the product of OMFED after its date of expiry, in case it is found the Distributor is selling products of OMFED after its expiry, the OMFED management shall not be held responsible in any manner and the Distributor will be criminally prosecuted and the present agreement will be cancelled without assigning any reason.
20. That the Distributor shall get the sale tax registration in his own name and all sales shall be in the name of Distributor only.
21. That the Distributor shall at his own cost carry out advertisement at the local level but with prior consent/written approval from the management OMFED.
22. That the Distributor shall not indulge himself or employee or representatives in any unlawful activities, which will hamper/affect adversely the goodwill of OMFED.
23. That the Distributor shall solely be responsible and liable for compliance of laws in force for sale-keeping and marketing/distribution of food products or any negligence or deficiency with the Consumer Protection Act, 1986 and any and all other applicable laws in respect of conduct of business at the place mentioned above and performance

of obligation herein and the Distributor shall indemnify and hold harmless OMFED, its directors, officers, employees, agents and representative from and against any and all damages, liabilities cost, expenses, suits action proceeding of any such applicable in provisions of service or breach of the obligations under this agreement by the Distributor, its employee, manpower, agents etc.

24. That the distributor shall display a board at its business premises indicating the present stock and the price of the ICE CREAM being sold to the retailers and keep the sales/purchase records properly, and render all possible cooperation to the Federation representatives for inspecting the same as and when required by the Federation.
25. That all official transaction shall be made only during office hours on all working days and no supply shall be made beyond the office hours and in holidays.
26. That the Distributor shall canvass for secure orders and push up the sale of ICE CREAM & allowed products supplied by the Federation to the best of its ability within the allotted territory assigned to him and thereafter shall ensure good relation with the retailers/customers.

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27. That the Distributor with the prior consent of First Part, may employ retailers/agents/canvassers/ servants or any other employee and hire accommodation at its own expenses and liabilities. The Federation may however, advertise through print media publicity materials/cinema slides/Radio/Television or through any other means and may indicate wherever possible the name of the distributor.
28. That the Federation shall reserve the right to appoint any number of distributors within the territory assigned to the distributor. That the decision of the Federation with regards to area of operation of the distributor (city/town etc.) shall be final and binding on the party. If the performance of the distributor in terms of sale of products shall be unsatisfactory, under such circumstances, Federation reserves the right to intervene and sale direct to the wholesaler/retailers.
29. That the Federation shall reserve the right to add any clause to this agreement or modify or delete any of the existing clauses during the tenure of this agreement. In addition to any other rights herein or under that law, OMFED shall have the right at any time to give notice in writing to the Franchise terminating the Agreement forthwith if the Distributor commits a breach of any of the terms mentioned herein or fails to lift OMFED Products on regular basis for publicity and marketing purpose for a period of at least 01 month or is guilty of any conduct prejudicial to the interests of OMFED. In the event of such termination of the agreement, the Distributor shall cease to claim refund of Security deposited by him

30. After termination of this Agreement the Distributor shall at his own expenses promptly return to the company all samples, patterns, catalogues, advertising materials, specifications and other materials, documents and papers relating to the business of the OMFED which the Distributor might have in his possession or under his control.
31. The security amount will be refunded to the Distributor on termination of the agreement after adjustment of all amounts due to the OMFED. OMFED shall refund the security deposit of the Distributor within 90 days of expiration of the earlier termination of this agreement subject to deduction and setting off all outstanding dues, losses, damages and costs. In case of death of the Distributor during tenure of this agreement, the management shall refund the security deposits, after necessary deduction, if any to the successors of the Distributor on production of the certificate from the competent court only.

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32. That for any legal litigation the jurisdiction shall be the Courts situated in Bhubaneswar only.
33. That the decision of the Managing Director of the Federation shall be final and binding for any interpretation explanation clarification regarding this agreement.
34. In case of any dispute, the Managing Director of the Federation will be the Competent Authority and his decision shall be final and binding on both the parties.

IN WITNESSES WHERE OF the distributor has executed these presents on the day, month and year first above mentioned.

**Authorised Signatory
For OMFED**

**Signature of the
Distributor**

Signed in presence of witness:

01. Signature:

01. Signature:

Name:

Address:

02. Signature:

Name

Address:

Name:

Address:

02. Signature:

Name:

Address: