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**The Odisha State Cooperative Milk  
Producers' Federation Ltd.**

D/2, SAHID NAGAR, BHUBANESWAR – 751 007

Telephone No.0674-, 2546030, 2546121,2540576

E-mail ID: [comktg@omfed.com](mailto:comktg@omfed.com)

**APPOINTMENT OF SUPER STOCKIEST & CSA**

Applications are invited from aggressive, experienced & financially sound parties for appointment of **channel partners for long shelf life items (Ghee, Dairy whitener, Flavored Milk, Turmeric Powder, Golabjamun, Rosogolla, UHT etc)** across the various dairies

- 1. Super Stockist across various OMFED Dairy operational areas**
- 2. CSA's for the States of WB , NE , Jharkhand , Bihar and Chhattisgarh**

Interested parties having required storage facility for keeping sufficient stock & logistics for distribution & marketing of these products at retail points may submit their application for above along with credential of experience in dealing with **FMCG/Dairy** products. Applicants must have the capability for investing capital to the tune of Rs.20-25 lakhs initially. Application along with financial /business details may be forwarded in the above address, and email id which should reach within 3 weeks of publication of this advertisement. Parties currently in the same line of business (Dairy products, FMCG) will be preferred. Shortlisted applicants shall be called for interview/discussion.

Application form, terms and conditions, besides due statutory requirements etc. is published on the website [www.omfed.com](http://www.omfed.com).

**Managing Director, OMFED** reserves the right to accept or reject any or all applications without assigning any reason thereof.

**Managing Director, OMFED**



**The Odisha State Cooperative Milk Producers' Federation Ltd.,  
D-2, Sahid Nagar, Bhubaneswar – 751 007.**

**APPLICATION FOR SUPERSTOCKIST-CUM-DISTRIBUTORSHIP FOR  
OMFED AMBIENT PRODUCTS: UHT MILK, DAIRY WHITENER, A2  
MILK, A2 SFM, SFM, GHEE**

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/Pvt/Public/LLP/Other:
7. Phones:-  
Office Nos. : Mobile Nos. :  
Residence Nos.: Fax Nos. :  
E-mail address: Web-site:
8. Name & Address of Branch Office/s, if any:
  
9. Registration Details:
  - a) GST Registration No. :
  - b) FSSAI (Validity) with Copy :
  - c) License no./Date obtained under
  - d) PAN No. :
  - e) Aadhar No. :

Passport Size  
Photograph of  
Applicant

Municipal/Shops and Establishment Act:  
(Attested copies to be enclosed)

10. Areas intended to be covered for OMFED AMBIENT PRODUCTS:

11. Nature and Details of present line of business/es:

<b>Products</b>	<b>Company/ Brand</b>	<b>Appointed Year</b>	<b>Annual Turnover</b>	<b>Areas covered</b>	<b>No. of outlets</b>

12. Infrastructure Facilities Available :

A) Godown Address and Location:

- (i) Ownership of Godown : Rented/Leased or Own ( √ applicable)
- (ii) Rented/Own (Supporting papers to be submitted)
- (iii) Dimension

B) Office Address and Location:

- C) Delivery Vehicle: (i) Number/Type of vehicle/s:  
(ii) Capacity :

(Vehicle Registration paper/Road Tax (RTO to be submitted)

D) Staff employed: 1) Office: 2) Sales :

13. Associate or Sister concerns (If any):

<b>Name and Address</b>	<b>Established Year</b>	<b>Products Dealt with</b>		<b>Annual Turnover</b>
		<b>Company</b>	<b>Products</b>	

14. Details regarding Business handled earlier and discontinued:

<b>Company</b>	<b>Products</b>	<b>Dealt From</b>	<b>Dealt Till</b>	<b>Annual Turnover</b>	<b>Reasons for Discontinuing</b>

15. Ability to invest funds for superstockist – cum - distributorship of OMFED Ambient Products

(In Rs.) \_\_\_\_\_

16. Expected off take of OMFED Ambient Products per month that can be assured by the party if appointed as Superstockist – cum – distributor by OMFED:

- a. UHT Milk (In Lit.):
- b. Dairy Whitener (In MT):
- c. A2 SFM (1 cartoon: 30\*200 ml):
- d. A2 Milk (1 cartoon: 12\*500 ml)
- e. SFM (1 cartoon: 30\*200 ml)
- f. Ghee (In MT):
- g. KTP (In MT):

17. Name and Address of Banker:

18. Account Type :

19. Account No. :

20. IFSC Code :

21. Last 3 years IT returns copy

22. Copy of GSTR 3B and GSTR1 of last 2 months

23. EMD/Security Deposit/Bank Guarantee details :

**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 OMFED finding any of the information / documents furnished false / fraudulent, OMFED can cancel the Superstockist - cum - distributorship without notice.

2. In future, any significant changes in the details furnished above, we undertake to inform OMFED regarding the same in writing.

3. We are aware of the terms and conditions of Business set by OMFED and accept the same.

4. We understand that the Business dealings with OMFED regarding this Superstockist - cum - distributorship are on principal-to-principal basis.

5. We shall take all possible steps to achieve maximum sales of OMFED Ambient Products and our field force would help in proper coverage to all the retail outlets in the allocated area. We would not indulge in intruding in to other's territory.

6. We shall provide all facilities for adequate and efficient distribution of OMFED Ambient Products.

7. We shall store all OMFED Ambient Products in a hygienic manner with due care without causing damage to the goods.

8. We shall comply with all the statutory requirements and rules in force from time to time and we undertake to keep OMFED indemnified from the consequences arising out of any lapse on our part in observing the statutory requirements

9. We agree to provide all kinds of information regarding statistics, market information from time to time as required by OMFED.

10. We guarantee that all outlets will be covered fully.

11. We agree that, in case of any failure to comply with T&C of agreement OMFED shall be free to appoint other whole sale dealer/distributor and/or make direct supplies to other parties without any reference compensation to us.

12. We undertake to sell to all the outlets and clients at prices prescribed by OMFED from time to time and will not indulge in changing the price structure.

13. We shall provide free delivery service to all outlets in the area allotted and shall not insist on clients to buy case-lot quantities.

14. OMFED reserve the right to modify/amend any or all the terms and condition/s stipulated for appointment of superstockist – cum - distributors.

Date:

Place:

**Signature of the Applicant with Seal of Firm**

## **The Terms and Conditions of OMFED for Wholesale dealership:**

### **I. Areas of Distribution:**

- A. **Superstockist – cum - distributorship in Odisha:** You will be responsible for the distribution of OMFED UHT Milk, A2 Milk, Dairy Whitener, KTP to for the period of one year from the date of appointment subject to review of sales performance. However, OMFED reserves its right to add/delete/modify, the area of operation from time to time depending upon the requirement at market, and performance of the distributor. You are not authorized to carry out the distribution of the said products in the area of distribution allocated to other Wholesale dealers.
  
- B. **Superstockist – cum - distributorship outside Odisha:** You will be responsible for the distribution of OMFED UHT Milk, A2 Milk, A2 SFM, SFM, Ghee, Dairy Whitener, KTP to for the period of one year from the date of appointment subject to review of sales performance. However, OMFED reserves its right to add/delete/modify, the area of operation from time to time depending upon the requirement at market, and performance of the distributor. You are not authorized to carry out the distribution of the said products in the area of distribution allocated to other Wholesale dealers.

### **II. Retail Distribution:**

The retail packs of OMFED Ambient Products (as per your area of distribution) will be made available to you for distribution.

### **III. Margin Structure:**

The margin applicable to trade is indicated in the price structure enclosed which is subject to revision from time to time. Discounts and trade schemes will be applicable as per company's marketing policy and as decided from time to time.

### **IV. Security Deposit:**

The superstockist – cum – distributor will deposit a sum of Rs. 100000/- (Rupees One Lacs only) as a security (for three years without interest) with OMFED through a D.D/RTGS/IMPS/NEFT. in favour of OMFED Payable at Bhubaneswar. The security deposit paid towards dealership will not carry any interest and would be adjusted towards any liability that may arise in the course of business transactions.

## **V. Payment Terms:**

The terms of payment will be in advance on the basis of Demand Draft/ Crossed at par cheque or through RTGS/NEFT/IMPS of Nationalized banks in advance, so as to take up the production as per your indent and to plan logistics.

**Signature of the party & Seal of the firm**

## **VI. Product Supply:**

The OMFED, from time to time will inform the Superstockist – cum - distributor the details of address of the OMFED Ambient Products manufacturing Union/Unit from where the product is dispatched.

## **VII. Basic Infrastructure:**

The Superstockist – cum - distributor shall necessarily have dedicated vehicles, sales persons as well as a proper warehouse facility within their area of operation, the address of which shall be communicated to OMFED central office. The premises should be of sufficient area to accommodate stocks equivalent to minimum 30 days' inventory of OMFED Ambient Products and should have proper flooring, roof, free from rodents, cobwebs and insects. The premises should carry valid license from appropriate local authority for storage and sale of food articles. For any change in the address of the office or warehouse you will seek prior written permission for considering such change.

## **VIII. Distribution network:**

The Superstockist – cum – distributor is expected to have under line a network of WSD/distributors/ retailers. It is the responsibility of the Superstockist – cum – distributor to serve all the WSD/Distributors/retailers who falls under your territory and should maintain cordial business relationship with the WSD/Distributors/retailers. It will be the responsibility of Superstockist – cum – distributor to achieve the given sales targets from time to time. Any failure on the part of the Superstockist – cum – distributor in these matters would lead to cancellation of Superstockist – cum – distributorship or deletion of such poorly serviced areas from the area of operation of the concerned Superstockist – cum – distributor without giving any further notice. For sales from Superstockist – cum – distributor to WSD/distributor/retailer, the delivery terms applicable is FOR delivery basis and the cost of transportation and any other incidental charges thereto shall be borne by the Superstockist – cum – distributor from out of the margin allowed to them by OMFED.

## **IX. Leakage Allowance and Quality issues;**

The leakage allowance of 0.2% would be allowed in OMFED UHT Milk on the invoice. This allowance is meant to ensure proper product hygiene in the market by way of

prompt settlement of all claims in respect of leakages and damages whether it be in the 1st Leg Transportation or at any subsequent stage in the distribution chain. The allowance should therefore take care of all such claims of WSDs and Retailers/Institutions.

In the event of product quality issues/batch failures, etc, the Superstockist – cum – distributor shall immediately bring the same to the notice of concerned supplying Union/Unit under intimation to OMFED. The concerned Union/Unit will address such issues on priority and issue credit note or advice suitably.

**Signature of the party & Seal of the  
firm**

Goods older than used by period are not eligible for compensation. Reimbursement/replenishment will be made as per existing policy. Marketing I/C should certify returned goods.

Breakages should be reported within 48 hours of receiving goods from Lorry transport office. The breakages should be certified by Transporter to avail full replacement.

**X. Sales Target & Indents/OMFED Bank Details & contact person:**

At the time of appointment, target setting will be done mutually by Superstockist – cum – distributor and OMFED for the upcoming period of validity of agreement. It is to be noted that, no part loads of lifting are allowed. All efforts have to be made to achieve given sales targets. The target and lifting shall be reviewed on a quarterly basis. In case of non-performance, the distribution ship shall be liable for cancellation.

Indents: Your Indents/orders shall have to be placed to concerned Union/unit by giving supply schedule one week in advance with payment details. The despatch of goods shall be only after confirmation of transfer of Funds and fulfilling the statutory forms/requirement for the transaction.

The payments in advance shall have to be made through RTGS/NEFT/IMPS/Demand Drafts

**XI. Furnishing of details to OMFED:**

The Superstockist – cum - distributors have to furnish to OMFED, No. of retailers/distributors/WSD being serviced, complete details of the secondary sales effected by them to retailers on a monthly basis in the desired format given by OMFED, Failure to submit such details and any other information called for from them in time, will be viewed seriously and if any Superstockist – cum - distributor fails to comply with such requirements despite warning, OMFED would suspend further supplies to such Superstockist – cum – distributor and also initiate any other punitive action as deemed necessary.

**XII. Assignment of Superstockist – cum – distributorship:**



The Wholesale dealer shall not sub-assign the Superstockist – cum – distributorship to any other party, without the prior written permission from OMFED Central Office. If any breach of this condition is observed/comes to the notice of OMFED, the Wholesale dealership with the concerned party would be terminated without any notice.

**AGREEMENT FOR SUPER STOCKIST – CUM - DISTRIBUTOR  
OF OMFED AMBIENT PRODUCTS: UHT MILK, DAIRY WHITENER, A2 MILK, A2 SFM, SFM,  
GHEE, KTP  
(In Non-Judicial Stamp paper of Rs. 100/-)**

The agreement is made at Bhubaneswar and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ between **Managing Director, OMFED** or the authorised representative of The Orissa State Cooperative milk Producers' Federation Ltd. Bhubaneswar (herein after called the Federation) which expression shall, unless the repugnant to the context or meaning thereof, include the successors and assignees of the Federation of the one part

AND

**M/S** \_\_\_\_\_ represented by \_\_\_\_\_ age-  
Years, S/O \_\_\_\_\_ At- \_\_\_\_\_ PS/PO/Dist-  
\_\_\_\_\_ of \_\_\_\_\_ State having its Office at- \_\_\_\_\_ (hereinafter called the super stockiest & distributor) the second party. (Give details if proprietary, name of the sole proprietor, age address etc. and if a partnership firm, give names and address of all the partners trading in the name and style of **(Not Applicable)**).

Contd....P/2

**Page: 02:**

Whereas the 1<sup>st</sup> party Federation is a State-level Cooperative Organisation of Milk Producing Farmers, registered under the Section 12 (2) of the Odisha Cooperative Society Act 1962 (Orissa Act 2 of 1963).

Whereas the 1<sup>st</sup> party Federation has decided to supply Ambient Products (UHT Milk, A2 SFM, A2 Milk, SFM, Ghee, Dairy Whitener, KTP) under the brand name of OMFED.

Whereas the 1<sup>st</sup> party Federation is desirous to appoint Super stockiest-cum-Distributor for the sale of OMFED Ambient Products (UHT Milk, A2 Milk, Dairy

Whitener, KTP) for the state of Odisha, who shall act as Superstockist-cum-Distributor for the said products of the Federation.

And

Whereas the 2<sup>nd</sup> party / firm has expressed its willingness to act as such Superstockiest-cum-distributor on the term and condition agreed upon herein after for the area mentioned in the Order

**NOW THIS AGREEMENT WITNESS**

1. That the Agreement is valid for a period of **03(Three) years** but can be terminated before that period by either side by giving one-month prior notice in writing.
2. That the 2<sup>nd</sup> party Super stockiest-cum-distributor shall 100% advance payment towards the cost of Products through NEFT/IMPS/RTGS or in the form of Cheque / Account payee demand draft drawn in favor of the OMFED payable at Bhubaneswar.
3. That the 1<sup>st</sup> party (Federation) shall dispatch the Ambient Products (UHT Milk, A2 SFM, A2 Milk, SFM, Ghee, Dairy Whitener, KTP), as per the stock availability, to the super stockiest-cum- distributor for sale to different WSD/ distributors/ retailers in their allotted area.
4. That the 2<sup>nd</sup> party Super stockiest-cum-distributor shall have to accept the ***purchase and sale price fixed by the Federation*** and changes thereof from time to time.
5. That the 2<sup>nd</sup> party Super stockiest-cum-distributor shall submit its monthly indent in writing, clearly indicating the breakup of packing sizes, date of requirement.
6. That the transit insurance shall be done by the 1<sup>st</sup> party (Federation) upto the Godown of the 2<sup>nd</sup> party in the Dist Head Quarters. The 2<sup>nd</sup> party (Super stockiest-cum-distributor) will be responsible for carefully checking the quantity and condition of the products on receipt. In case of shortage or damage it must be recorded at the time of taking delivery of the consignment and shall be intimated to the 1<sup>st</sup> party in writing within 48 hrs or while counter signing the duplicate copy of Bill/ DC-cum-Invoice. The 2<sup>nd</sup> party shall verify the damage etc through its local representative.

7. That immediately after dispatch of Products the 1<sup>st</sup> party shall forward to the 2<sup>nd</sup> party the copy of invoice-cum-delivery challan and any other documents related to the dispatch of the goods.
8. The 1<sup>st</sup> party will send the desired items to the godown of the 2<sup>nd</sup> party in the Dist Head Qtrrs at its own cost provided a full trip (8 MT) is ordered. In such case, the 1<sup>st</sup> party will arrange the loading & the 2<sup>nd</sup> party will have to remain present at his godown to receive the items without detention & arrange the unloading at their own cost.
9. That the 2<sup>nd</sup> party shall 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 & display a board at its business premises indicating the present stock & the price of Products being sold to the whole sellers / retailers & adhere all other formalities, as required by Dist/ Sales Tax /IT Authorities.
10. That the 2<sup>nd</sup> party shall receive, handle and arrange the sale of OMFED brand products on its own arrangement and for promotion of sale shall make necessary publicity, storage Insurance etc at its own cost. 2<sup>nd</sup> party shall bear all statutory liability on sale of OMFED Products & shall keep the 1<sup>st</sup> party free from any such liability.
11. That the 2<sup>nd</sup> party (Super stockist-cum-distributor) is entitled to realise his commission, as approved by the 1<sup>st</sup> party only. The 2<sup>nd</sup> party will have to sale the items to WSD/ Distributors / Retailers only as per latest approved rate structure of OMFED, as revised from time to time. The Second party is not allowed to sale the products below the minimum price fixed/approved by the 1<sup>st</sup> party, under any circumstances.
12. That the 2<sup>nd</sup> party Super stockiest-cum- distributor or his representative or any agent shall not collect and receive any security deposits or advance money from any of his agents/ sub-agents, distributors, wholesaler, dealer or stockiest, in the name of the 1<sup>st</sup> party & shall not use OMFED Logo and insignia in any manner on the letter head, visiting card or in any official stationeries.
13. That if any such advance or security is collected by the 2<sup>nd</sup> party from any of the Parties as mentioned in clause no "13 "in the name & Logo of 1<sup>st</sup> party, then he will be doing the same at his own risk and the 1<sup>st</sup> party will not be responsible for any such acts or deeds or any litigation arising out of such acts or deeds.
14. That any agents/ Sub-agents, distributor, wholesaler, dealer or stockiest appointed by the 2<sup>nd</sup> Party (Super Stockiest-cum-distributor) shall be properly instructed by the 2<sup>nd</sup> party not to make any direct correspondences with the 1<sup>st</sup> party & the 1<sup>st</sup> party is not bound to respond the same. All such correspondences shall be routed through the 2<sup>nd</sup> party only. In case the the 1<sup>st</sup> party gets any direct correspondence from such agents/sub-agents, distributors,

wholesalers, dealers or stockiest, then 1<sup>st</sup> party may send the copy of the same to the 2<sup>nd</sup> party for redressal.

15. That the Federation shall not be responsible for the non-supply of Products to the distributor for reasons beyond the control of the Federation and no compensation shall be allowed on the above ground.
16. That the Super stockiest-cum- distributor shall deposit a sum of **Rs 1,00,000/- (Rupees One Lac only)** within seven days of its formal appointment towards interest free security deposit, which is refundable to the 2<sup>nd</sup> party on close of the business, against written application. The refund will be considered after full clearance of OMFED dues & Rs. 5000/- will be deducted towards processing fees.
17. That the Super stockiest-cum-distributor shall be fully responsible for maintaining the quality of the Products during transit/ storing/selling as per FSSAI rule & If on verification by the representatives of the Federation/ any other authorized Govt. agency, it is established that the distributor is guilty of adulteration/ underweight etc, or making a breach of the terms and conditions of this agreement, aforesaid security deposit shall be forfeited, along with termination of the said agreement.
18. That the Federation reserves the right to appoint more parties, in the allotted area of 2<sup>nd</sup> party, if the performance of the 2<sup>nd</sup> party is not satisfactory. In such case, both parties will have to work without any controversy among themselves, for progress of OMFED business.
19. In case of any dispute arising out of this arrangement, the same shall be resolved through mutual discussion between the parties and if the same is not resolved it would be referred to an Arbitrator to be appointed by the both the parties on mutual consent. In case, if either party is not satisfied with the proceedings/arbitration, each party shall appoint one Arbitrator and the two Arbitrators so appointed shall appoint a 3rd Arbitrator who will act as an umpire. All issues relating to arbitration will be governed by the provisions and procedures under the Arbitration and Conciliation Act 1996 and the proceedings will be conducted in Bhubaneswar. The award by the Arbitrator/s shall be in writing and would be final and binding on both the parties.  
Either party will have recourse to move any Court on matters relating to the Wholesale dealership arrangement only after exhausting all avenues open to them through the arbitration proceedings. In such an event, the courts in Bhubaneswar alone will have jurisdiction to hear on any dispute arising out of this arrangement.
20. IN WITNESSES where of the Parties named above put their signature with seals as the authorised persons.

**Signature of the  
Managing Director, OMFED/  
Authorised Representative.**

**Signature of the Stockist**

witness: -	Witness: -		
01. Signature:		01. Signature	:
Name		Name	:
Address:		Address	:
02. Signature:		02. Signature	:
Name:		Name	:
Address:		Address	:

**XIII. Notice for Termination of Superstockist – cum – distributorship:**

a) If the Superstockist – cum – distributorship continuously fails to draw stocks for a period of 30 (thirty)days, the Wholesale dealership awarded is liable for cancellation without any prior notice. In case of cancellation of Superstockist – cum – distributorship, the Security Deposit shall be liable for forfeiture.

**Signature of the party & Seal of the  
firm**

b) The Superstockist – cum – distributorshall carry out the responsibility of distribution of OMFED Ambient Products as per the guidelines, prices, sales targets and terms & conditions as conveyed to them by OMFED from time to time. In the event of any breach by any Superstockist – cum – distributor, OMFED, at its discretion and judgment, may terminate the Superstockist – cum – distributorship arrangement by giving in writing 30 days' notice to the said party. Similarly, the Superstockist – cum – distributors can also discontinue the arrangement by giving 30 (thirty) day's written notice to OMFED

Date:  
Place:

**Signature of the party & Seal of the  
firm**

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Years, S/O \_\_\_\_\_ At- \_\_\_\_\_ PS/PO/Dist-  
\_\_\_\_\_ of \_\_\_\_\_ State having its Office at- \_\_\_\_\_ (hereinafter called the super stockiest & distributor) the second party. (Give details if proprietary, name of the sole proprietor, age address etc. and if a partnership firm, give names and address of all the partners trading in the name and style of **(Not Applicable)**).

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6. That the transit insurance shall be done by the 1<sup>st</sup> party (Federation) upto the Godown of the 2<sup>nd</sup> party in the Dist Head Quarters. The 2<sup>nd</sup> party (Super stockiest-cum-distributor) will be responsible for carefully checking the quantity and condition of the products on receipt. In case of shortage or damage it must be recorded at the time of taking delivery of the consignment and shall be intimated to the 1<sup>st</sup> party in writing within 48 hrs or while counter signing the duplicate copy of Bill/ DC-cum-Invoice. The 2<sup>nd</sup> party shall verify the damage etc through its local representative.
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11. That the 2<sup>nd</sup> party (Super stockist-cum-distributor) is entitled to realise his commission, as approved by the 1<sup>st</sup> party only. The 2<sup>nd</sup> party will have to sale the items to WSD/ Distributors / Retailers only as per latest approved rate structure of OMFED, as revised from time to time. The Second party is not allowed to sale the products below the minimum price fixed/approved by the 1<sup>st</sup> party, under any circumstances.
12. That the 2<sup>nd</sup> party Super stockiest-cum- distributor or his representative or any agent shall not collect and receive any security deposits or advance money from any of his agents/ sub-agents, distributors, wholesaler, dealer or stockiest, in the name of the 1<sup>st</sup> party & shall not use OMFED Logo and insignia in any manner on the letter head, visiting card or in any official stationeries.
13. That if any such advance or security is collected by the 2<sup>nd</sup> party from any of the Parties as mentioned in clause no "13 "in the name & Logo of 1<sup>st</sup> party, then he will be doing the same at his own risk and the 1<sup>st</sup> party will not be responsible for any such acts or deeds or any litigation arising out of such acts or deeds.



14. That any agents/ Sub-agents, distributor, wholesaler, dealer or stockiest appointed by the 2<sup>nd</sup> Party (Super Stockiest-cum-distributor) shall be properly instructed by the 2<sup>nd</sup> party not to make any direct correspondences with the 1<sup>st</sup> party & the 1<sup>st</sup> party is not bound to respond the same. All such correspondences shall be routed through the 2<sup>nd</sup> party only. In case the 1<sup>st</sup> party gets any direct correspondence from such agents/sub-agents, distributors, wholesalers, dealers or stockiest, then 1<sup>st</sup> party may send the copy of the same to the 2<sup>nd</sup> party for redressal.
15. That the Federation shall not be responsible for the non-supply of Products to the distributor for reasons beyond the control of the Federation and no compensation shall be allowed on the above ground.
16. That the Super stockiest-cum- distributor shall deposit a sum of **Rs 1,00,000/- (Rupees One Lac only)** within seven days of its formal appointment towards interest free security deposit, which is refundable to the 2<sup>nd</sup> party on close of the business, against written application. The refund will be considered after full clearance of OMFED dues & Rs. 5000/- will be deducted towards processing fees.
17. That the Super stockiest-cum-distributor shall be fully responsible for maintaining the quality of the Products during transit/ storing/selling as per FSSAI rule & If on verification by the representatives of the Federation/ any other authorized Govt. agency, it is established that the distributor is guilty of adulteration/ underweight etc, or making a breach of the terms and conditions of this agreement, aforesaid security deposit shall be forfeited, along with termination of the said agreement.
18. That the Federation reserves the right to appoint more parties, in the allotted area of 2<sup>nd</sup> party, if the performance of the 2<sup>nd</sup> party is not satisfactory. In such case, both parties will have to work without any controversy among themselves, for progress of OMFED business.
19. In case of any dispute arising out of this arrangement, the same shall be resolved through mutual discussion between the parties and if the same is not resolved it would be referred to an Arbitrator to be appointed by the both the parties on mutual consent. In case, if either party is not satisfied with the proceedings/arbitration, each party shall appoint one Arbitrator and the two Arbitrators so appointed shall appoint a 3<sup>rd</sup> Arbitrator who will act as an umpire. All issues relating to arbitration will be governed by the provisions and procedures under the Arbitration and Conciliation Act 1996 and the proceedings will be conducted in Bhubaneswar. The award by the Arbitrator/s shall be in writing and would be final and binding on both the parties.

Either party will have recourse to move any Court on matters relating to the Wholesale dealership arrangement only after exhausting all avenues open to them through the arbitration proceedings. In such an event, the courts in Bhubaneswar alone will have jurisdiction to hear on any dispute arising out of this arrangement.

20. IN WITNESSES where of the Parties named above put their signature with seals as the authorised persons.

**Signature of the  
Managing Director, OMFED/  
Authorised Representative.**

**Signature of the Stockist**

witness: -

Witness: -

03. Signature:

Name  
Address:

04. Signature:

Name:  
Address:

01. Signature :

Name :  
Address :

02. Signature :

Name :  
Address :

**ANNEXURE 1: MRP & MARGIN STRUCTURE**

SN	PRODUCT*	SKU	PRICE TO SS	SS MARGIN	PRICE TO DIST.	DIST. MARGIN	PRICE TO RET.	RET. MARGIN	MRP
1	UHT MILK**	500 ML		1.80%		4.20%		8.90%	
		1000 ML							
2	GHEE (TIN)	200 ML			117.23		126.58		138.00
		500 ML			272.09		292.04		318.00
		1000 ML			530.44		558.97		605.00
3	GHEE (POUCH)	500 ML			241.36		258.88		280.00
		1000 ML			484.91		512.22		550.00
4	DAIRY WHITENER	5 GM							
		10 GM	4.21		4.34		4.59		5.00
		100 GM	38.24		39.38		41.63		45.00

		200 GM	76.47		78.77		83.26		90.00
		500 GM	167.77		172.80		182.65		200.00
		1000 GM	327.14		336.96		356.16		390.00
		BULK							
5	A2 MILK	500 ML			49.34		51.08		55.00
6	A2 SFM	200 ML			24.06		26.04		30.00
7	SFM	200 ML		18.39	19.06		21.38		25.00
8	KTP	100 GM			16.00		18.00		24.00
		200 GM			31.00		35.00		44.00
		500 GM			77.00		83.00		100.00

<b>NOTE</b>	
*	MRP along with margin & price structure are subjected to change from time to time. Final authority of which shall lie with the OMFED management (federation)
**	The margin structure mentioned in UHT Milk is tentative and subjected to change as per the decision taken by OMFED management. As UHT Milk will be a new product, an incentive trade scheme based on volume lifting may be offered to the channel partners for a specified initial period for sales promotion.