

राजस्थान को-ऑपरेटिव डेयरी फ़ैडरेशन लि. जयपुर
कमांक : आरसीडीएफ / एफ.6(106) / जी.एम(विपणन) / 2019 दिनांक : 08.03.2019

 **वितरक
सरस घी
एवं अन्य दुग्ध उत्पाद** 

आरसीडीएफ लि. जयपुर द्वारा सरस घी, दुग्ध पाउडर एवं अन्य लॉन्ग लाईफ दुग्ध उत्पादों के विपणन हेतु राजस्थान प्रदेश के विभिन्न जिला मुख्यालयों पर वितरक नियुक्त किये जाने हैं। इस हेतु आवेदन निर्धारित आवेदन प्रपत्र दिनांक 01.04.2019 तक आरसीडीएफ में प्रस्तुत किये जा सकते हैं। आवेदन प्रपत्र मय नियम शर्तों वेबसाईट <http://dipr.rajasthan.gov.in> व www.sarasmilkfed.rajasthan.gov.in पर देखे जा सकते है तथा www.sarasmilkfed.rajasthan.gov.in से डाउनलोड कर अथवा निर्धारित शुल्क का भुगतान कर आरसीडीएफ से प्राप्त किये जा सकते है।

महा प्रबन्धक (विपणन)

Signature of applicant
With seal

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

RCDF/GM/Mktg/F.6(106)/2019

Dated:

//REGISTERED POST/BY HAND//

M/s _____

Cost of Application form: Rs. 1000/-

Sub : - Application for Distributorship.

Dear Sir,

This has a reference to your application datedWe are enclosing herewith our Application Form for distributorship. You are hereby requested to send the same to us duly filled in latest by **6.00 P.M. on 01.04.2019** along with Bid Security ***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
With seal

**INVITATION OF APPLICATIONS FOR APPOINTMENT OF DISTRIBUTORS
FOR SARAS GHEE & OTHER LONG LIFE PRODUCTS.**

(Alwar, Banswara, Baran, Barmer, Bharatpur, Bhilwara, Bikaner, Bundi, Chittorgarh, Churu, Dausa, Dholpur, Dungarpur, Ganganagar, Hanumangarh, Jaipur, Jaisalmer, Jalore, Jhalawar, Jodhpur, Karauli, Kota, Sawaimadhopur, Sikar, Sirohi, Udaipur)

Applicant must read following important points before filling up the application form for 'Saras' range of milk products at those places of Rajasthan whose list is enclosed at Annexure-C.

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 manufactured by its affiliated milk unions by appointing distributors at various District HQs (Alwar, Banswara, Baran, Barmer, Bharatpur, Bhilwara, Bikaner, Bundi, Chittorgarh, Churu, Dausa, Dholpur, Dungarpur, Ganganagar, Hanumangarh, Jaipur, Jaisalmer, Jalore, Jhalawar, Jodhpur, Karauli, Kota, Sawaimadhopur, Sikar, Sirohi, Udaipur) of Rajasthan. For this purpose, the application is required to be made in the prescribed format which should be duly filled in, complete with all required mandatory documents duly indexed with page numbers and submitted to this office by 01.04.2019 along with a bank draft towards Bid Security.

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's website www.sarasmilkfed.rajasthan.gov.in. In case form is downloaded from website bank draft is also to be enclosed towards non-refundable application form fees.
2. Each applicant is required to deposit Bid Security for the different Head Quarters as mentioned below.
 - i) For Municipal Corporation head quarter. - Rs. 1.00 Lakh
 - ii) For Municipal Council head quarter - Rs. 50 Thousand
 - iii) For Municipality head quarter - Rs. 25 ThousandThe Bid Security is to be paid through bank draft payable in favour of Rajasthan Co-operative Dairy Federation Ltd., Jaipur. In case distributorship is awarded the Bid Security would be converted into performance security deposits.
3. **No interest shall be payable by RCDF, on Bid Security/Performance Security deposit amount, received through bank draft.**
4. Applications received without any of the demand drafts are liable to be summarily rejected.
5. Applicant must give full and correct details in this form.
6. The application form is to be submitted to RCDF on or before due date and time. The application form or any document after due date and time shall not be considered.
7. **Existing distributors are not required to apply afresh.**
8. The details and documents provided in the application should be true and correct. If the same are found to be false or incorrect, even after award of distributorship, the distributorship would be cancelled without any notice/damages. Further, the security deposit may also be forfeited.

Signature of applicant
With seal

9. *The Managing Director, RCDF may select/reject/keep pending any applicant for the distributorship. The applicant shall have no right to make objection on this account.*
10. **Large marketing chains like Reliance, More, National Handloom, Mother Dairy Fruit & Vegetable Wing, Big Bazar, Government Public distribution system, Co-operative institution/organisations and the like institutions may be considered by RCDF for appointment as distributor separately on cash and carry basis for selling products through their outlets and the existing distributor of the area would have no objection to the same.**

11. Eligibility Criteria for Distributors

The applicant should ensure to enclose following Statutory requirements viz. (Enclose Self Certified Copies)

- a) GST Registration certificate
- b) Food Safety License (FSSAI)
- c) Krishi Mandi License.

Note: in case applicant has applied for the above, he may submit proof of the same. In case he is selected, he would be required to furnish the above before executing the agreement, failing which the letter of intent for appointment stand cancelled.

12. Selection of Distributors

- i) Only those applications will be considered for further process who have submitted all required statutory documents or proof of having applied for the same, as mentioned in para 11.
- ii) Minimum Required Turnover.

A.a	Minimum Turn Over required	For the consideration of the applications, minimum turn over in the financial year 2016-17 or 2017-18 will be required as mentioned below. The turnover is required to be submitted in the format enclosed at Annexure-A. Applications having turn over below than following will not be considered. The applicants may be asked to submit self attested copy of trading and P&L account for the financial year 2016-17 or 2017-18 duly audited by Chartered Accountant.	
A.a.1	Municipal Corporation area	50 Lakh	
A.a.2	Municipal Council area	20 Lakh	
A.a.3	Municipality area	10 Lakh	
B	Minimum required experience.		
b(1)	Experience of distribution of FMCG (Fast moving consumer goods and/or Saras Ghee or/and other Long Life Products	Minimum required experience of 1 year.	For experience of FMCG distribution applicants are advised to enclose any document which can prove experience of the distribution of FMCG For experience of distribution of Saras Ghee or/and other Long Life Products the applicants are advised to enclose copy appointment letter/order issued by RCDF/Milk Union regarding distributorship of Saras Long Life Products.

Signature of applicant
With seal

- iii) No marking based selection - There shall be no marking based selection of distributors. All the applicants fulfilling the minimum eligibility criteria shall be considered for distributorship on adhoc basis. The performance of the distributors during 3 months shall be reviewed and the distributorship of the incumbents, whose performance is not found good, may be terminated after 3 months. The period of remaining distributors whose performance is found satisfactory shall be extended for remaining 57 months. Continuous performance and commitment to sale of Saras Ghee & other long life products is the essence of contract of distributorship. RCDF own or with its affiliated Milk Union shall evaluate the performance of the distributors for quarterly/half yearly/yearly basis and whenever required. After review of performance the distributorship of poor performers shall be terminated at any time. 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.
13. No terms and conditions other than those mentioned in this application form shall be applicable and binding on RCDF.
14. Applicant should ensure that he has the financial standing/capacity, sufficient space and supply chain as well as sufficient man power with him as per requirement of the work.
15. **The applicant should ensure that he meets out all statutory requirement like, GST License, FSSAI license, Mandi license and fulfils all other statutory requirements for the distribution work. It will be the responsibility of applicant to comply with all statutory requirements as per law of land.**

16. Details 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.	Place for which distributorship is required (Name of District HQ) (Alwar, Banswara, Baran, Barmer, Bharatpur, Bhilwara, Bikaner, Bundi, Chittorgarh, Churu, Dausa, Dholpur, Dungarpur, Ganganagar, Hanumangarh, Jaipur, Jaisalmer, Jalore, Jhalawar, Jodhpur, Karauli, Kota, Sawaimadhopur, Sikar, Sirohi, Udaipur)	
5.	Details of Bank Draft towards application form fees. No. & date	DD No.....Date..... Amount.....

Signature of applicant
With seal

		Drawn on.....
	Details of bank Draft towards Bid Security Number and Date	DD No.....Date..... Amount..... Drawn on.....
6.	Nature of Concern: Partnership firm/ Proprietorship/Private Limited Com./Co- operative/Others (Please 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 (Self attested copy of ID to be enclosed)	
8.	GST Registration No. & date (Self attested copy of registration certificate or proof of applied for should be enclosed)	
	FSSAI No. & date (Self attested copy of License or proof of applied for should be enclosed)	
	Krishi Mandi license (Self attested copy of License or proof of applied for should be enclosed)	
	PAN No. (Self attested copy of PAN card should be enclosed)	
9.	Turnover for the financial year 2016-17 or 2017-18 should be submitted in the format enclosed at Annexure-A duly attested by chartered accountant (Self attested copy of trading and P&L account duly audited by chartered accountant may also be asked)	
10.A	Experience of distribution of FMCG products	
10.B	Experience of distribution of SARAS Ghee/ other Saras long life products.	
11.	Any Dispute with RCDF/Milk Union, if Yes, give details.	

Signature of applicant
With seal

12.	Details of companies/products represented (Details of existing distributorship) with past experience: -			
S. No	Company	Product	Appointment Date	Annual Turnover
13.	Associate/Sister Concerns, if any (give full details)			
14.	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)			
15.	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 targets given by RCDF/Milk union.			

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

Signature of applicant
 With seal

17. I/We agree to abide by the following conditions: -
- (a) The distributorship is for Ghee, Butter, Milk in Tetra Pack, Cheese, Flavoured Milk 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 distributor channel.
 - (c) The distributorship function will require obtaining supply of products from the allotted nearest RCDF affiliated Zila Dugdh Utpadak Sahakari Sangh/Sales office of RCDF strictly on advance payment by Bank Draft/RTGS/NEFTPay Order etc. **No credit sale shall be allowed by RCDF/ Milk Unions.**
 - (d) 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.
 - (e) 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.
 - (f) The distributor shall supply products only in the area assigned to the party and shall endeavour to cover 100% of this area.
 - (g) Consequent upon expiry of the term of agreement, the security will be refunded if otherwise found to be qualifying for the refund. **No interest shall be payable on Bid Security amount.** 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 Managing Director, RCDF in this regard shall be final and binding.
 - (h) 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.
 - (i) 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.
 - (j) The distributor will have to clearly mention in sale bills the name of brand as Saras Ghee/Saras Desi Ghee etc. and will submit a copy of their GSTR-1 return along with the copies of their concerned bills on monthly basis to concerned Milk Union.
 - (k) Once the distributor takes delivery of the goods, the responsibility of the Federation/Milk Union shall cease. It is up to 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.

Signature of applicant
With seal

- (l) **The duration of the distributorship will be for 5 years only.** All selected applicant(s) shall be considered for distributorship on adhoc basis initially for three months. The performance of the distributors during 3 months shall be reviewed and the distributorship of the incumbents, whose performance is not found good, may be terminated after 3 months. The period of remaining distributors whose performance is found satisfactory may be extended for remaining 57 months. Continuous performance and commitment to sale of Saras Ghee & other products is the essence of contract of distributorship. RCDF own or with its affiliated Milk Union shall evaluate the performance of the distributors for quarterly/half yearly/yearly basis or/and when required. After review of performance the distributorship of poor performers shall be terminated at any time. 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. 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.
- (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) The distributor shall be responsible for complying with all kinds of requirement under GST, FSSAI, Krishi Mandi Tax, Income Tax, 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 or any other law
- (p) 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.
- (q) 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, RCDF/Concerning Milk Union or authorised representative of RCDF and Milk Unions at any time.
- (r) The brand name/trademark/label/logo/packaging and other rights shall vest with the Federation only.
- (s) 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.
- (t) Any dispute arising between the parties shall be subject to the jurisdiction of the Courts at Jaipur.
- (u) 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.

Signature of applicant
With seal

- (v) Successful parties shall have to execute an agreement on non-judicial stamp paper of Rs. 500/- for carrying of the marketing operation as per the terms and conditions of the RCDF. The expenditure for agreement shall be borne by the applicant.
- (w) The board of directors and employees of RCDF or their first category relatives shall not be eligible for distributorship.
- (x) Selected distributor has to surrender the distributorship/agency of other competitive brand of Ghee & other brand milk products, if any, within 3 months, otherwise RCDF would be terminate the Saras distributorship.

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 Annexure A & B should accompany this Application Form duly filled and signed as per the directions.

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
With seal

Annexure -A

(On Firm's letter head)

Annual turn over statement

The Annual Turnover of M/s.....(Name of Firm)..... and address for the past two financial years (2016-17, 2017-18) are given below and certified that the statement is true and correct:-

Sl. NO.	Financial Years	Turnover in Lakhs (Rs)
1.	2016-17	-
2.	2017-18	-
Total		- Rs. _____ Lakhs

The minimum annual turnover for the year - Rs. _____ Lakhs

Note:- Annual turn over for the year 2018-19 may also be considered, if the accounts are audited and certified by C.A.

Date

Signature of the bidder

Signature of Auditor/Seal
Chartered Accountant
Regi. No.
(Name & Address.)
Tel. No.
Mob. No.

Signature of applicant
With seal

Annexure-B

(To be given on non-judicial stamp paper of Rs. 50/-)

Declaration by the Bidder in compliance of Eligibility

Declaration by the Bidder

In relation to our application for appointment of distributor of Long Life Saras Milk products submitted to Managing Director, Rajasthan Cooperative Dairy Federation Ltd. Saras Sankul J.L.N. Marg, Jaipur-302017, Rajasthan for your milk unions/federation. In response to your Notice no..... Dated we hereby declare that;

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Federation under terms & conditions issued by the Rajasthan Cooperative Dairy Federation Ltd.;
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the terms & conditions;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement/Govt. contract within a period of three years preceding the commencement of this appointment as distributor of Saras long life milk products, or not have been otherwise disqualified pursuant to debarment proceedings;
5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this proposal for distributorship, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this proposal for distributorship of long life milk products, till completion of all our obligations under the Contract.
7. That we also undertake that our firm will conduct business in accordance with the law and business ethics.
8. We have read and understood all the terms and conditions of the application form and all the modifications and we have accepted all the terms and conditions.

Signature of applicant
With seal

9. 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 _____,

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 9 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 _____

DEPONENT

Signature with Seal of Notary Public

Signature of applicant
With seal