

Karnataka Co-operative Milk Producers' Federation Limited
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**APPLICATION FOR WHOLE SALE DEALERSHIP(WSD)/DISTRIBUTORSHIP FOR
 NANDINI UHT TETRAPAK MILK/FLEXI PAK MILK**

1. Name Applicant :

(Block letters)

2. Date of Birth & Age:

3. Educational Qualification:

4. Postal Address:

Passport Size
 Photograph of
 Applicant

5. Registered Name & Address of the Firm :

6. Whether Proprietorship or Partnership:

7. Phones:-

Office Nos. :

Mobile Nos.:

Residence Nos.:

Fax Nos.:

E-mail address:

8. Name & Address of Branch Office/s, if any:

9. Registration Details:

a) GSTno :

b) FASSI :

c) License no/Date obtained under:

Municipal/ Shops and Establishment Act:

(Attested copies to be enclosed)

10. Areas intended to be covered for Nandini UHT Tetrapak Milk/Flexi pak Milk:

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

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

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 KMF finding any of the information / documents furnished false / fraudulent, KMF can cancel the WSD/ distributorship without notice.**
- 2. In future, any significant changes in the details furnished above, we undertake to inform KMF regarding the same in writing.**
- 3. We are aware of the terms and conditions of Business set by KMF and accept the same.**
- 4. We understand that the Business dealings with KMF regarding this WSD/distributorship are on principal to principal basis.**
- 5. We shall take all possible steps to achieve maximum sales of Nandini UHT Milk 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 Nandini UHT Milk.**
- 7. We shall store Nandini UHT Tetrapak Milk/Flexi pak 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 KMF 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 KMF.**
- 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 KMF 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 KMF 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. KMF reserve the right to modify/amend any or all the terms and condition/s stipulated for appointment of distributor/ WSD.**

Date:

Place:

**Signature of the Applicant
With Seal of Firm**

The Terms and Conditions of KMF for Wholesale dealership:

I. Areas of Distribution:

You will be responsible for the distribution of Nandini UHT Milk to _____ for the period of one year from the date of appointment subject to review of sales performance. However, KMF 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 Nandini UHT Milk and Milk products 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.

IV. Security Deposit:

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 or through RTGS of Nationalized banks in advance, so as to take up the production as per your indent and to plan logistics.

VI. Product Supply:

The KMF, from time to time will inform the Wholesale dealer the details of address of the UHT milk and milk products manufacturing Union/Unit from where the product is dispatched.

VII. Basic Infrastructure:

The WSD/ 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 KMF central office. The premises should be of sufficient area to accommodate stocks equivalent to minimum 15 days' inventory of Nandini UHT Milk, Milk products 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.

Signature of the party & Seal of the firm

VIII. Distribution network:

The Wholesale dealer is expected to have under line a network of retailers. It is the responsibility of the Wholesale dealer to serve all the retailers who falls under your territory and should maintain cordial business relationship with the retailers. It will be the responsibility of Wholesale dealer to achieve the given sales targets from time to time. Any failure on the part of the Wholesale dealer in these matters would lead to cancellation of Wholesale dealership or deletion of such poorly serviced areas from the area of operation of the concerned Wholesale dealer without giving any further notice.

For sales from Wholesale dealer to 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 Wholesale dealer from out of the margin allowed to them by KMF.

IX. Leakage Allowance and Quality issues:

The leakage allowance @ 0.2% would be allowed on the invoice for fino packs only. 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 Wholesale dealer shall immediately bring the same to the notice of concerned supplying Union/Unit under intimation to KMF. The concerned Union/Unit will address such issues on priority and issue credit note or advice suitably.

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

The given sales target per month is _____ liters of Nandini UHT Milk. 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

XI. Furnishing of details to KMF:

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

Signature of the party & Seal of the firm

XII. Assignment of Wholesale dealership:

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

XIII. Notice for Termination of Wholesale dealership:

a) If the Wholesale dealer 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 Wholesale dealership, the Security Deposit shall be liable for forfeiture.**

b) The Wholesale dealer shall carry out the responsibility of distribution of Nandini UHT Milk as per the guidelines, prices, sales targets and terms & conditions as conveyed to them by KMF from time to time. In the event of any breach by any Wholesale dealer, KMF, at its discretion and judgment, may terminate the Wholesale dealership arrangement by giving in writing 30 days notice to the said party. Similarly, the Wholesale dealer can also discontinue the arrangement by giving 30 (thirty) day's written notice to KMF.

XIV. Arbitration: 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 Bangalore. 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 Bangalore alone will have jurisdiction to hear on any dispute arising out of this arrangement.

In witness whereof the parties hereto have entered their respective common seals to be here unto affixed the day, month and year first above written.

Date:

Place:

Signature of the party & Seal of the firm