

 <p>BHAGIRATHI ভাগীরথী</p>	<p>The Bhagirathi Co-op. Milk Producers' Union Ltd. Feeder Dairy: P.O-Berhampore: PIN -742101: Dist.- Murshidabad</p> <p>☎ (03482) 250898, 260534 & FAX: 03482 – 251978 e-mail: bhagirathi6@rediffmail.com; Website: www.bhagirathimilk.com</p>
---	--

BU/MKTG/DISTRIBUTOR/1851

Date:18.08.2018

The Bhagirathi Cooperative Milk Producers' Union Ltd was formed under the "Operation Flood" Program 1974 after the advent of White revolution in our country. The main objective of the Milk Union is to bring about socio economic transformation in the rural masses by organizing Dairy Cooperative across the Murshidabad District. Over a period of 38 years we are trying to infuse a new life in the Cooperative movement in West Bengal, ensuring democratic functioning of the cooperatives such as members' involvement in decision making process, to promote thrift, self-help and mutual aid, involving womenfolk and also to provide for transparent, devoted and efficient management and services relevant to the needs of the cooperatives.



Range of Products of Bhagirathi Milk Union

Our supply consists of exclusively cow milk obtained from good quality cattle and our effort is to bring fresh unadulterated cow milk to the doorsteps of the consumers. During the processing of the raw milk supplied to us by the farmers we pasteurize and homogenize and as well as maintain originality and purity of the cow milk. Our main objective is to supply fresh dairy products to the consumers within a reasonable cost.

Applications are invited from bonafide, experienced & financially sound persons/agencies for distributing **MILK AND MILK PRODUCTS** of Bhagirathi Cooperative Milk Producers' Union Limited (BCMPUL) in various Block Headquarters of Murshidabad District. The selected person/agency will be appointed as Bhagirathi Milk and Milk Products Distributor against the block allotted by the BCMPUL.

Propose list of Blocks for Appointment of New Distributors:

Sl No.	Name of The Block	Number of Distributor Required
1	Beldanga II	1
2	Samsorganj	1
3	Suti I	1
4	Khargram	1
5	Roghunathganj II	1
6	Hariharpara	1
7	Burwan	1
8	Nawda	1
9	Bhagwangola I	1
10	Bhagwangola II	1
11	Raninagar I	1
12	Raninagar II	1
13	Bharatpur I	1
14	Jalangi	1
	Total	14

Application along with financial & business details may be sent to **The Bhagirathi Co-op. Milk Producers' Union Ltd. Feeder Dairy: P.O-Berhampore: PIN -742101: Dist.-Murshidabad** or email the soft copies at bhagirathi6@rediffmail.com**WITHIN 15 Days FROM** the date of publication of this notice i.e.Applicant shall have to mention the **name of the block** where he/she wants to be appointed as distributor in the application form. The applications will be scrutinized by the selection committee of BCMPUL and shortlisted applicants shall be called for detailed discussions prior to appointment as Distributor. For details, please visit our web site (www.bhagirathimilk.com).

Managing Director, BHAGIRATHI MILK UNION reserves the right to accept or reject any or all applications without assigning any reason.

Sd/-
Managing Director,
BHAGIRATHI CO-OPERATIVE MILK
PRODUCERS' UNION LIMITED

Terms & Conditions for Appointment of Milk Distributor:

1. General Conditions

- (a) Applicant should be financially sound.
- (b) The distributor point should be in proper location having good access to transporting vehicles. Selection of site must be done keeping the commercial viability in mind.
- (c) He/ She shall have own / hired vehicle for catering milk and milk products.
- (d) Applicant should have required storage facility for keeping sufficient stock & logistics for distribution & marketing of these products at retail points. He/ She shall have Cold Chain facilities like chest freezer for pouch milk, paneer, curd, lassi etc.
- (e) He/ She shall have adequate field staff (preferably 3-4 persons).
- (f) He/ She shall have valid GST Registration Certificate.
- (g) He/ She shall have valid Trade License.
- (h) In case of unfortunate events like death of distributor, the rights and liabilities associated with the said distributorship shall pass on to the legal heir.

2. Selection and Allotment:

- The short-listed applicants will be called for detail discussion within 15 days of the date of this notice. 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 non-fulfillment of selection criteria.
- Allotment Order will be issued to the selected Applicant with a request to execute an Agreement between Applicant and Bhagirathi. Before execution of Agreement, the Applicant has to deposit Rs.20,000/- (Twenty thousand) in the form of Demand Draft as Interest Free Security in favour of The Bhagirathi Co-Operative Milk Producers' Union Limited, payable at Berhampore. The content of agreement can be viewed in our website.

3. Operation:

- (a) The Milk Distributor has to place order within 12 noon at concerned marketing office, which will be supplied on the next day.

- (b) The Milk Distributor has to deposit advance money for milk and milk products through NEFT, RTGS, and Demand Draft etc.
- (c) The milk will be delivered to the Milk Distributor point. No transportation cost will be paid other than commission fixed by Bhagirathi to the distributor.
- (d) The Milk Distributor or his/her authorized representative has to be physically present at the time of delivery point to check the quantity and quality. No claim/ return shall be entertained after receiving the material other than genuine quality complaint.
- (e) On allotment, the Milk Distributor has to brand the Vehicle as per specification provided by Bhagirathi.
- (f) The Milk Distributor has to start his business within 30 days of allotment. Otherwise his/her allotment will be cancelled by Bhagirathi on 15 days' notice to the allottee. The security deposit will be forfeited
- (g) The Milk Distributor has to distribute the milk and milk products among the retailers with in the radius of 15 kilometers.
- (h) The Milk Distributor shall not sell milk to our authorized agents or any tea stall / institution / residential area or any other place where Bhagirathi authorized agents are supplying.
- (i) The Milk Distributor must supply milk by following the price structure provided by the milk union only. Extra Charge beyond rate notified by the union shall not be allowed.
- (j) For complaint relating the quality, same should be registered (in written) within 12 hours of supply. After 12 hours, no complaint will be entertained. As well as if the complaint found genuine, necessary exchanges will be done accordingly subjected to terms and condition of BCMPUL.
- (k) The milk and milk products once delivered as per the demand of the distributor shall not be taken back.
- (l) Sale of milk and milk products of other brands is not allowed.
- (m) All the empty crates and boxes will shall be returned on next day of supply.
- (n) The distributor cannot retail milk and milk products by himself/herself.
- (o) He/She should not adopt any unfair means for allotment of said Distributorship.

(p) He/She should try to achieve the sales of minimum 200 liters. of milk per day.

4. Benefits Provided by Bhagirathi Milk Union:

- (a) Bhagirathi will supply milk and milk products to the Distributor point without charging any delivery cost.
- (b) Advertising Material will be provided by the Milk Union like Banners, Danglers etc. for branding the product.
- (c) Entire Bhagirathi product range will be supplied.
- (d) Special incentive plans for the new Distributors/ Outlets will be given.

5. Cancellation and Termination:

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

- (a) Does not start his business within 30 days of allotment.
- (b) Does adulteration or modification of Bhagirathi products before selling.
- (c) Sells Competitor Brand Milk and Milk Products other than Bhagirathi.
- (d) Sells narcotic materials like Pan, Cigarette, Tobacco, Foreign Liquor etc.
- (e) Does not achieve the minimum target fixed time to time by Bhagirathi.
- (f) Sublets the distributorship to other.
- (g) Any other practice, which hampers the reputation and business of Bhagirathi.

Sd/-

**Managing Director
BHAGIRATHI CO-OPERATIVE MILK
PRODUCERS' UNION LIMITED**

DRAFT AGREEMENT

AGREEMENT made as of the _____ day of _____, 20____, by and between **The Bhagirathi Cooperative Milk Producers' Union Limited (BCMPUL)**, having its business address at Feeder Dairy, Panchanantala, Post: Berhampore, Dist: Murshidabad (hereinafter referred to as "SUPPLIER") and _____, having its principal place of business at _____ (hereinafter referred to as "Distributor") which will be valid for **3 years** from the date of signing.

WHEREAS

6. SUPPLIER is the producer of Milk and Milk products from the state of **West Bengal** ;

7. DISTRIBUTOR desires to take supply of milk at the price structure fixed by The SUPPLIER as per indent placed by The DISTRIBUTOR.

NOW THEREFORE, it is mutually agreed as follows:

1. This contract of engagement for distributorship is effective from _____ initially for a period of three years, subject to the distributor's satisfactory performance. The further extension of distributorship would be considered only after reviewing the volume of business with us.
2. The distributor will be responsible for marketing of our milk and milk products only in the area of _____ and its surroundings (within 15 kilometers radius from the Distributor point).
3. The distributor would be required to inform us about their daily requirement of milk and milk products on the previous day and delivery would be made only against advance payment. Please note that no supply would be made on credit.
4. The distributor will be responsible for the selection of the retailers. The Milk Distributor shall not sell milk to our authorized agents or any tea stall / institution / residential area or any other place where Bhagirathi authorized agents are supplying. Necessary support shall be given if requested by the distributor/required as determined by BCMPUL for development of market for our milk and milk products.
5. The distributor will be bound to sell BCMPUL milk and milk products as per our price structure (copy enclosed). If there is any violation of existing price structure either by the distributor or any of the retailers, the contract of your distributorship with us shall be terminated.

6. If any changes are made in the price structure of milk and milk products by The Bhagirathi Milk Union, the increase or decrease in rate shall be accepted by The DISTRIBUTOR.
7. The milk and milk products once delivered as per distributors demand will not be taken back.
8. All the empty crates and boxes will shall be returned on next day of supply
9. The distributor will not be permitted to sell any other brand of milk in his allotted areas /route.
10. The distributor would be required to deposit with us an amount of Rs. _____ initially as an interest free security deposit.
11. The distributor would be required to submit self attested photocopies of PAN card of the proprietor, EPIC, Trade License and FSSAI registration certificates, GST registration certificate etc with the Supplier.
12. In case of unfortunate event of death of distributor, the rights and liabilities associated with the said distributorship shall pass on to the legal heir subject to fulfillment of terms and conditions of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

SUPPLIER

CONSUMER

By:

By:

Title:

Title:

In the presence of:

In the presence of:

1. _____

1. _____

2. _____

2. _____

