

ELIGIBILITY CRITERIA AND TERMS & CONDITIONS FOR APPOINTMENT OF DISTRIBUTORSHIP OF HAFED CONSUMER PRODUCTS.

A. ELIGIBILITY CRITERIA

1. Any firm / company registered in India can apply.
2. Applicant should be a local resident of the areas applied for.
3. The distributor should have experience of working in 'Fast Moving Consumer Goods' especially Rice, Oils, Atta, etc.
4. Agency should be aware of the market areas and the market trend where applied for.
5. Hafed Consumer Products will be supplied against advance payment only.
6. The distributor should be financial sound enough to deposit securities / payments required for supply of Hafed Consumer Products.
7. Agency should have its own transportation / logistics / computer hardware for delivery / record of Hafed Products to retailers etc.
8. Preference will be given to those applicants who are already in such business and have marketing ability to achieve sale targets.

B. TERMS AND CONDITIONS

1. Distributor must adhere to the eligibility criteria and submit all correct details as required in the application form (Annexure-I) along with the supporting documents.
2. The letter of appointment for distributorship of Hafed Consumer Products will be valid for 3 years. Appointment can be cancelled if the performance of the distributor is not found satisfactory as per the target fixed. If the performance of the distributor is found satisfactory, the term period of distributorship can be extended for another 3 years on mutual consent of the party as well Hafed.
3. Supplies will be made by Hafed at distributor godown on F.O.R. basis only if the indented quantity of Hafed Consumer Products is minimum 3 MT or multiples thereof. The unloading of supplies will be done by distributor and the expenses thereof will be borne by the distributor. In case the distributor's order is of less than 3 MT at a time, then the distributor will have to arrange own transportation by lifting Hafed Products from Hafed godown / buffer.
4. At the time of delivery of goods, if Hafed decreases the rates, then Hafed will charge the rates prevailing at the time of delivery of goods and in case Hafed increases the rates before delivery of goods then rates will be charged which are prevailing at the time of realization of the payment in Hafed account by the distributor, subject to the condition that the stock of old rates is available with Hafed. However, in case stock of old rates is not available on the date of supply, then the new revised rate will be applicable, irrespective of date deposit of payments.
5. The goods will be supplied to the distributor against 100% advance payment through RTGS/NEFT/DD.

6. Agency will ensure that the retail sale price will not exceed the MRP fixed by Hafed from time to time.
7. Replacement of Hafed products on account of complaint regarding quality / quantity and packing will be made only after certification of genuineness of such complaints by Hafed officers. No replacement will be given of the stocks after their expiry date. Agency will be responsible for carefully verifying and checking the quantity and condition of the products on receipt and any shortage / damage shall be endorsed on the GTR and got signed from the driver of vehicle and shall be immediately intimated to Hafed in writing. It is necessary that weighing scale is available in the godown.
8. Hafed will have the right to make direct supplies of goods to Cooperative Societies, State and Central Agencies/ Institutions in the area of the distributor, for that distributor will not be entitled for any claim on this account.
9. All the requisite formalities like FSSAI, GST in No. etc., relating to their business are mandatory for appointment of distributor. For any violation on this account, Hafed will not be responsible.
10. The distributor will be required to deposit the security amount of Rs. 20,000/- (refundable) and no interest will be paid on the security.
11. The Agency shall be required to arrange proper display of Hafed products at retailers end and keep reasonable inventories to maintain the supply line. Distributor must create necessary infrastructure (delivery Van etc.) for ensuring timely supplies and will achieve monthly sales targets set for him. Distributor will be responsible for maintaining hygienic condition of the godown/warehouse for safe storage of the Hafed products. Cities/Area wise allotment of targets are as under:

Sr.No.	Cities / Areas	Per Month Targets (In Lakhs)
1.	Metropolitan Cities : Delhi, Gurugram,	10.00
2.	A-Class Cities: Faridabad, Karnal, Kurukshetra, Panchkula, Chandigarh	5.00
3..	District Head Quarters / B-Class Cities: Ambala, Bhiwani, Chakhidadri, Fatehabad, Hissar, Jhajjar, Jind, Kaithal, Narnaul, Nuh, Palwal, Panipat, Rewari, Rohtak, Sirsa and Yamunanagar.	3.00
4.	Sub-Divisions Head Quarters	2.00
5.	Small Towns, Tehsils / Block Head Quarters	1.00

12. In case the distributor fail to achieve its fix targets for all the Hafed consumer products for period of 3 consecutive months, the party/agency shall no longer be treated as distributor and Hafed consumer products shall be supplied on retail

rates fixed by Hafed. In case the distributor fails to achieve the targeted amount of all Hafed consumer products for the period of consecutive six months, its distributorship will be cancelled.

13. The distributor must ensure the extent of reach of Hafed Consumer Products in its area, by way of placement of Hafed products at maximum retail outlets, which will be monitored and reviewed by Hafed from time to time. If, Hafed products are being sold by the distributor only at its own outlet and the distributor is not working towards market expansion by way of reaching out to the retailers, the distributorship for Hafed Consumer Products can be cancelled. However, such decisions will be taken after evaluating the sales potential in that area.
14. Agency will be entitled for incentive scheme formulated for distributors of Hafed, only, if they achieve the fix target for the sale of Hafed consumer products.
15. The distributor must start operations within 30 days of allotment of distributorship; otherwise his/her allotment will be cancelled by Hafed on 15 days notice to the distributor. The Security deposit will also be forfeited.
16. Distribution of Hafed Consumer Products is allowed as per the standing of the party and demand potential in the areas. In such areas having higher potential, more than one distributor can be appointed. Additional distributor will be appointed only after assessing the requirement / demand potential for that area.
17. In case there is any area in which Hafed has not appointed any distributor, Hafed can allot the unrepresented area to any distributor till the time new distributor is appointed. The change in targets and incentives will be decided by Hafed.
18. The Distributor will operate within the assigned territory of the region only and shall not cross his territory as well as interfere in the territory assigned to the other Distributors.
19. Distributor shall not sell, assign or create any third party interest in its Distributorship without the prior written consent of Hafed.
20. The distributor shall keep Hafed informed with the latest market developments and customer preferences and other information which will improve the sale of Hafed consumer products.
21. Agency will supply Hafed Consumer Products to the retailers in its designated area on payment terms mutually agreed between the Distributor and retailers, Hafed will not be a party to this arrangement or will not be in any way held responsible for financial complicity arising out of such arrangements / supplies.
22. The Distributor will regularly, diligently and faithfully discharge its duties incumbent to it by virtue of its appointment as distributor and confirm to carry out such directions as he/she may receive from Hafed from time to time.

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23. Agency will not repack, adulterate or tamper with the packing/quality of Hafed Consumer Products. If found doing such activities, necessary action as per the law and other legal proceedings will be initiated against the party.
24. The distributor will not disclose any trade or other practices of Hafed to an outsider. The distributor will, however, apprise Hafed regularly on all the relevant information, which may facilitate Hafed's business prospects further, and at the same time safeguard its interests.
25. Agency will be working within the framework of the trade terms, selling prices and various other guidelines issued by Hafed from time to time.
26. Upon termination of distributorship of Hafed Consumer Products, distributor shall promptly return all Hafed Property such as all samples, patterns, advertising material, POP material, signboard etc. If the assets of Hafed are not returned by distributor or are damaged for any reason, then the distributor shall be liable to pay cost of such assets provided to the distributor by Hafed. No goods in stock will be taken back at the time of settlement.
27. Upon termination of distributorship, the firm/ company/ individual shall not deal with the Hafed name, trademark or logo for any activity.
28. Hafed reserves the right to alter/amend or change these terms and conditions from time to time without prior notice.
29. For violation of any of the aforesaid terms and conditions or any order/ instruction issued, Hafed reserves the right to terminate the distributorship. Further, security will be forfeited for such violation and further action as may be deemed fit and necessary in any case will be taken against the distributor as per the law of land, as per the rules and discretion of Hafed authorities.
30. Customer complaint redressal address: The Haryana State Cooperative Supply and Marketing Federation Ltd., Sector-5, Panchkula – 134109, Haryana (INDIA), Phones: +91-172-2590520-26. Email: hafed@hry.nic.in, hafedmarketing@gmail.com.
31. All disputes between Hafed and the distributor agency, arising out of the agreement for distributorship on the subject matter thereof (except as to matters, the decision where of has been specifically provided herein before) shall be referred to the arbitration of the Managing Director, Hafed Panchkula or any person nominated by him/her and the decision of such arbitrator shall be final and binding on both the parties.