

APPLICATION FORM FOR DEALERSHIP

1. Name (in Block Letters) :
2. Postal Address :

3. Police Station :
4. Mandal :
5. District :
6. State :
7. Telephone Number :
8. Telegraphic Address :
9. Fathers Name :
10. Name of the Firm (if any) :
11. Regd. No. of the Firm (if any) :
12. Place of Business :
13. Godown premises :
14. Experience in the line :
15. Name and address of the Banker
whom reference can be made:
16. Area for which you want to be
a dealer :
17. Are you a Dealer / Agent of any
other Agriculture Inputs :

DECLARATION

1. I / We have gone through the terms and conditions and agree to abide by them
2. The above facts are true to the best of my / our knowledge.

SIGNATURE OF THE APPLICANT

Note : Please return in duplicate

TERMS AND CONDITIONS FOR DEALERSHIP

The Andhra Pradesh State Seeds Development Corporation Limited (A State Government Undertaking) herein after called the APPSDC or Corporation arrange for large scale production, processing, storage and marketing of certified seed of highly yielding varieties and as a seed producer and wholesaler in relation to the seed dealers, who are responsible for retail distribution at various sale points. The terms and condition applicable to the seed dealers are given in the following paragraph.

GENERAL CONDITIONS

- 1) Method of appointment of seed dealers :
Dealers are appointed through a letter of appointment signed by the Managing Director on behalf of the Corporation.
- 2) This appointment letter should be prominently exhibited at each sale point.
- 3) In the event of termination of the dealership this appointment letter together with other articles prescribed should be returned to the Corporation.
- 4) The appointment letter is issued by the Managing Director only after a formal agreement has been signed on behalf of the dealer
- 5) The terms and conditions are attached to the formal agreement as on Annexure and form a part of the agreement.
- 6) Duration of Dealership:
The Dealership shall commence from the date of signing of the agreement by or on behalf of the Dealer and the Corporation and will be valid until the following 31st March but may be renewed once in three years.
- 7) Termination of Contract :
Either party may terminate the said contract by giving 90 days notice and on expiry of this notice the agreement shall stand cancelled and revoked but without prejudice to the right of either party against the other in respect of any matter or their antecedent to such termination.
 - a. The Agreement shall ipso-fact terminate if
 - i. The dealer or any member of the Dealers firm is adjudicated insolvent or effect composition with his creditors
 - ii. The Dealer being on incorporated company goes into liquidation, voluntary or compulsory (extent for the purpose of reconstitution) or compound with their creditors or have a received appointed of all or any of its properties to take or suffer any similar action in consequences of debt during the period of this contract the date of

termination to be deemed as from the date of such liquidification etc.

- b. In the event of termination of this contract for any reason mentioned above, the dealer will settle all accounts within seven days of the date of final accounts recoverable statement sent by APSSDC. In the event of the dealer neglecting or failing to settlement the accounts within the said period an certified by APSSDC shall be deemed to be absolutely final and conclusive for all purpose.
- 8) Location :
The number of the sale points to be assigned to a dealer will be determined by the Corporation and may be changed by it from time to time its desecrating.
- 9) Categories of a seed dealer :
The seed dealers appointed by the corporation for selling high quality certified seeds fall into the following categories
- i. A) Co-operative with more than one sale point
B) An individual or any organization in the private sector with more than one sale point
 - ii. A) A Co-operative with a single sale point
B) An individual or an organization in the private sector with a single sale point.
- 10) The location of the various sale points will be as specified in the letter of appointment issued by the Corporation and the Agreement signed by the Managing Director on behalf of APSSDC strictly in accordance with the approved terms and conditions which are printed with emblem of the corporation.
- 11) Compliance with the terms and conditions :
The terms and conditions should be faithfully observed by all dealers as also by any person acting on behalf of any dealer. Apart from the forfeited of the security, the APSSDC also reserves its right to terminate the Dealership without giving any notice in the event of non-implementation or contravention by the dealer of any terms and conditions
- 12) Ban on export of seeds outside the State :
No Dealer shall be entitled to export any seed outside the State within the sake points / allotted to him is / are located

SECURITY DEPOSIT

- 13) Security Deposit :
Every individual dealer shall furnish a cash security of Rs. 2000/- for faithful observance of terms and condtions.
- 14) Security Deposit by APEX organization on behalf of its constituents :
Where an organization enters into an agreement on behalf of its constituents, which have a security deposit with it. The Corporation may accept a second

(II) charge on security deposit in lieu of the security deposit in cash prescribed for dealers. In case the APEX organization does not have security deposit may be fixed by negotiation between the Corporation and APEX organization on behalf of all its constituents.

- 15) Forfeiture of security deposit :
In the event of a breach of any term of any conditions the APSSDC may forfeit the security, at the rate of Rs. 10,000/- per sale point after giving a show-cause notice in writing to the dealer concerned.
- 16) Minimum turnover :
Minimum turnover at each sale point shall be as follows.
- | | | |
|---------------------|---|-----------------|
| a. Part of the year | - | Rs. 5,00,000/- |
| b. Full year | - | Rs. 10,00,000/- |
- 17) Commission : Until prescribed to the contrary by corporation the dealer shall be entitled to a commission on the relevant ex - godowns ex – processing plant price, as fixed by the Corporation of seeds sold by him during the period of agreement provided he attains a minimum annual turn over of Rs. 2500/- at each sale point.
- 18) The dealer will arrange to take delivery of seed at godowns of processing plants of the Corporation.
- 19) The APSSDC is fully Responsible for the quantity and condition of the seed upto the time of delivery at the APSSDC godown. The responsibility there after, however, vests in the dealer. The risk of any loss due to demurrage or deterioration of the seed from whatever cause arising acquiring after the delivery of the APSSDC premises would be born by the dealer.
- 20) The dealer will at all time fully indemnify the corporation from and against all losses, damages, suits arising, or in connection with injurious to person, loss of damage of properties short deliveries or otherwise in connection with matters covered by the agreement.

CONDITIONS FOR SALE

- 21) **Compliance of loss and rules:** The dealership ensure that he and his employees and agents will observe and confirm to the provisions of the Seed Act 1966 or any statutory re-enactment or modifications thereof in force and all rules and regulations made there under and also all other government or municipal local or such like acts, laws, regulations and by-laws, may be in force from time to time.
- 22) **Sale Prices:** The Prices will be fixed by the APSSDC and will be normally valid for the sowing season for each crop for the state. the APSSDC however, reserves the right to revise the prices at any time.
- 23) The dealer shall strictly adhere to these prices and shall not charge any price in excess except the local taxes not covered in the price structure.

- 24) **NO change in packing or making.**
The dealer shall be bound to see the seeds in the original packing of the Corporation and under no circumstances shall the seal neither the hroke nor the making changed or the used pakinf refered for selling any seed.
- 25) **Sale of other seeds:**
The dealer shall not sell any kind other than these supplied by the APSSDC without prior permission in writing of the Managing Director, APSSDC Ltd, in no circumstances shall be seed obtained from any other source be sold in the name of APSSDC.
- 26) **Quantity and quantity od seeds:**
The certified seeds of hybrid and high yielding varities will be supplied in such quantities as the Corporation may accept and intimate. The standards of quality shall be enforced rigorously at all stages. No dealer shall sell sub-standard seed or seed material the prescribed standards of germination, seed size, genetics purity, varietal, purity and physical appearances (dis-colored or damaged by water or insect). The dealer should refuse to take the delivery of the stock and held up distribution of sub standard seed and report the matter to the General Manager , Marketing telegraphically followed by a letter, so that the stock may be inspected immediately and the responsibility fixed.
- 27). **Revalidation of quality:**
The seed supplied by APSSDC carry a guarantee period for the germination if it is likely that the germination godown, if seeds taken by the dealer are not sold within specified period, he shall sell the seed only after these are got revalidate by the dealer from the certification agency before the expire date. The APSSDC staff would however have the authority to check the stock at random, and if the dealer is found selling the seed without revalidation necessary action against hom shall be taken.
- 28). **Arrangement for storage:**
The APSSDC would arrange for storage of seed before delivery to the daler at the seed processing plants, bulk stores or transit godowns during the distribution season, the dealer shall have to store the seed is not affected. The dealer should also agree to allow freedom to the representatives of the quality control authority of a particular lot of seed goes down either because of the infestation with dealer would be bound not to sell it as seed.
- 29) The dealer is bound not to sell any seed beyond the guarantee period for germination as indicated in the tag affixed on the seed bag. The dealer may, however , in such cases, the APSSDC request to recheck the germination of such seeds and may sell it during extended periods as the APSSDC or the APSSDC's duly, appointed representative may indicate by attaching a new label under the seal the seal for the APSSDC and subject to any conditions imposed by the APSSDC on this behalf.

SALES PROMOTION

30). **Publicity:**

If the business of dealer, at a sale point exceeds Rs.50,000/- a year, the cost of publicity by with the prior approval of the Corporation may be born by the amount annual business and provided further that the original bills of publicity are produced to the Corporation.

Supply of Emblem, Posters, Hoardings etc., by the Corporation:

Each dealer will be given a letter of appointment, Corporation's emblem, poster etc., by the Corporation, which will be displayed prominently at each sale point.

STATEMENT OF DISPUTES

31). **Arbitration:**

In the event of any disputy of difference arising between APSSDC and the dealer in any matter covered by this contrast or arising directly or indirectly there from or connected said contract in any manner or the implementation of any other terms and conditionds of the said contract the matter shall be referred to the Managing Director, APSSDC Ltd. Or in his absence general Manager who shall himself act as the sole arbitrator or shall nominate a sole arbitrator for the purpose and the provisions of Indian Arbitration Act, 1940 shall apply to such arbitration. The parties expressly agree that the above arbitration proceeding shall be held at Hyderabad and all application proceedings shall be held at Hyderabad and all applications under Indian Arbitration Act, 1940 shall apply to such arbitration shall be made to the Civil Courts at Hyderabad city. The parties further expressly agree that this agreement will be deemed to have been entered into at Hyderabad city or the place where either of the parties may sign the same and that in case nay of them wants of file a suit or legal proceedings in respect of any matter arising out of or related directly or indirectly to this contract, it shall have resort only Civil court at Hyderabad city and to no other court.

AGREEMENT

The Agreement made this _____ day of _____ at Hyderabad between M/s _____ represented by Sri. _____ here in after called Dealer (which expression where the context so admits or implies included its successors and assignees of the one part and the APSSCE Ltd., Hyderabad through its Managing Director herein after called the Principal(which expression where the context so admits or implies includes its successors and assigns) of the other part.

Where as the Principal wants to appoint dealer for _____
For the sale of various certified seed and M/s _____ as
above have offered to become a dealer for _____
for the sale of certified seed marked by the Principal.

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

- 1) The dealer agrees to abide by the terms and conditions enclosed and duly signed as Annexure 'a' which forms the part of this agreement.

- 2) The Principal also agree to abide by the terms and conditions contained in the Said Annexure-'A'.
- 3) The Dealer undertakes to purchase seed worth Rs.10,00,000/-(Rupees Ten Lakhs Only) over a Period of one year from_____ to_____ sold at sale points(s).
- 4) The Dealer shall deposit Rs.2,000/- as security deposit for due performance and implementation of the terms of this agreement.
- 5) The Dealer shall not be entitled to any commission on the sale made in his area direct by the Principal to any other agency including Government and Co-Operatives. However, Principal in Its own discretion may allow incentive commission on such sale, except those made to the Government.
- 6) a) The principal may in its discretion supply to the Dealer such sign board and other publicity materials as it may think proper but shall be made under no obligation to do so, on termination of dealership, the sign board is to returned / removed within '15' days as the case may be.

b) The Principal may also supply prices literature published by the APSSDC on cultivation and Farm practices, extension methods, monthly journal "Seeds & Farms" and other literature from time to time for sale to the farmers and general public at retail prices to be fixed by the principal. The Principal shall allow to the Dealer a commission on such but the cost of freights etc., shall be borne by the Dealers.
- 7) The return of agreement shall be valid from the date of signing of this agreement till the following 31st March and it may be renewed after that for a further period of one year at a time depending upon the performance of the Dealer. Any party to this agreement who desires to terminate this agreement shall be required to issue a 90 days registered. Notice to the other parties. The Principal, however reserves it rights to terminate the Dealership rights conferred by this agreement without giving any notice in the event on, non-implementation or contravention by the dealer of any terms and conditions mentioned here in above or in the Annexure 'A'.
- 8) The Principal reserves the right to modify the terms & Conditions wherever necessary and the revised terms & Conditions shall be binding the dealership from the time of revision to this agreement.
- 9) All dealings and correspondence in respect of the above contract shall be made by the dealer with the Managing Director APSSDC Ltd., who shall act on behalf of the corporation in all matters relating to the contract including the blocking of orders receipts of security deposits and advances mentioned delivery and dispatch of goods. Storage, relation of price and storage charges and the like.
- 10) Any disputes between the principal Dealer shall be settled in accordance with the clause-47 of the and conditions stipulated in Annexure -A. The parties further expressly agree that in case any of them wants to file suit or legal proceedings in respect of any matter arising out of or relating directly or indirectly to this contract it shall have to report only to this civil court in the Hyderabad city and to no other court.

11) In witness where of M/s

(Who is fully authorized on his behalf of M/s)

And the principal through its Managing Director have affixed the respective as signature this agreement on the day the month and the year set out above in this presence of witness.

For and behalf of
Hyderabad.

For and behalf of
APSSDC Ltd.,

WITNESS

WITNESS

ADDRESS

ADDRESS.