

GUJARAT STATE SEEDS CORPORATION LTD.
“BEEJ BHAVAN”, SECTOR 10 - A, GANDHINAGAR : 382 010
PHONE NO. : (079) - 23256683, 23256685, 23256686.
FAX NO. : (079) - 23256718

AGREEMENT

Agreement regarding appointment of Seed distributor for sale of GSSC'S seeds in _____ state during the year _____ to _____

This agreement made at Gandhinagar on date: _____ between Gujarat State Seeds Corporation Ltd. Registered under companies Act, 1956 and having registered office at Sector-10 A, Gandhinagar, of one part represented by Managing Director, Gujarat State Seeds Corporation Ltd. and M/s, _____ represented by _____ of other part.

Both the parties are agreed to the following terms and conditions for state seed distributor.

TERMS AND CONDITIONS FOR STATE SEED DISTRIBUTOR
(Effective from 01.04. 2009)

(1) Categories of distributors:

The distributors appointed by and on behalf of Gujarat State Seeds Corporation Ltd. Gandhinagar for distributing its seeds fall in to the following categories.

- (a) Distributors in private sector.
Individual / firms / concerns with their own sale points & appointed / attached dealers shall come in this category.
- (b) Seeds Corporation & co-operative sector of the respective state & NSC.

(2) Appointment of Distributor:

- (a) The application should be made in prescribed form along with application fee of Rs.2,000/- (Rupees Two Thousand only). The person / institution registered as distributor will not be entitled to get the refund of application fee of Rs.2,000/-. Other shall be given refund of amount of application fee without interest after finalization of the distributorship.
- (b) The Corporation, at its discretion, shall appoint one or more than one distributor in each state & such distributor shall deal within the jurisdiction specified by the Corporation.

(3) Area of operation:

The area of operation shall be as specified in the letter of appointment issued by the Corporation which shall be subject to modification at the discretion of the Corporation. However, the corporation also reserves the right to modify the area of operation of any distributor at any time even before the expiry of the period by serving 30 days advance notice in writing from the effective date. GSSC is free to appoint another one or more distributor to distribute GSSC's seed in _____ state. The area of operation for appointed distributor will be _____ state. In no case the distributor should sale / distributes the seed out of area of operation specified for him by GSSC. GSSC is free to sale all the seeds to the respective State Seeds Corporation, Co-operative sector of that state, Govt. department and NSC and foundation seed to any seed producers. Appointed distributor will not be eligible to claim for the commission on sale of seeds to the respective state seeds corporation, co-operative sector of that state and NSC.

(4) Appointment letter:

The appointment letter issued by the Corporation shall be prominently exhibited at the distributor's office.

(5) Agreement:

The agreement shall be executed by the distributor & the corporation. These terms & conditions could be annexed to the agreement & shall form part of the agreement.

- (6) The distributorship shall commence from the date of signing of the agreement & shall be valid up to _____ unless withdrawn or termination as per clause 7. The terms & conditions as revised by the Corporation from time to time shall also form a part of the agreement.

(7) Termination of Contract:

Duration of distributorship shall be valid up to _____ from the date of signing the agreement. The corporation reserves the right to terminate the distributorship without giving any notice in the event of non-implementation or contravention of any terms and conditions of the agreement by the distributor.

- (a) The agreement shall if so facto terminate if -
 The distributor or any member of the distributor's firm is adjudicated insolvent or effect composition with his creditors.
- (i) The distributor being an incorporated company, under companies Act, 1956 goes in to liquidation, voluntary or compulsory [except for the purpose of reconstruction.] or compounds with his creditors or have a receiver appointed of all or any of its properties or to take or suffer any similar action in consequence or debit with the corporation during the period of this contract. The date of termination shall be effective from the date of such liquidation etc.
 - (ii) The period of the contract expires, unless it is renewed.
 - (iii) Note: It would be obligatory on the part of the distributor to inform the corporation for any change in their status as above.
- (b) In the event of the termination of this contract for any reason mentioned above, the distributor shall settle all its accounts or recoverable statement sent by the corporation within 30 days. The recoverable amount will be recovered from the security deposit.

(8) Appointment of dealers and opening of sale points:

The distributors shall be permitted to set up & operate their own sale points / branches / depots in their area of operation subject to approval by the corporation. The list of such sale points / branches / depots shall have to be supplied to the corporation by the distributor.

(9) Security Deposit:

A distributor shall have to deposit of **Rs. 1.00 (one) Lakh** by bank demand draft as security deposit with the corporation at the time of

their appointment as distributor. The security deposit will be earning no interest on the same.

(10) Forfeiture of security deposit:

In the event of breach of an agreement of / any terms or conditions by the distributor, the corporation if feel, shall forfeit the security deposit & revoke the distributorship.

(11) Pricing:

The Corporation shall fix Ex. GSSC Godown sale price and Maximum retails price for out state sale of seeds.

(12) Procedure for issue of seed to the distributor:

The seed will be supplied as per policy decided by GSSC. The booking deposit if any will be adjusted at the last and final transaction.

(13) The seed will be supplied on Ex. GSSC Godown rates. The distributor will have to bare all types of transportation and other charges from the GSSC Godown. The delivery of the seed will be given after receipt of the results from Gujarat State Seeds Certification Agency or Govt. laboratory and as per its availability.

(14) Compliance of laws & rules:

The distributor would ensure that he & his employees & agents observe & confirm to the provision of the Seed Act, 1966 or any statutory reenactment or modification thereof in force & all rules & regulations made there under & also all other Government or Municipal local or such like acts laws, regulations & bylaws as may be enforced from time to time.

(15) No change in packing or marking:

The distributor shall be bound to sell the seeds in the original packing of the Corporation & under no circumstances shall the seal be broken or the marking changed before selling the seeds. The used packing shall not be re-used for selling any seed.

(16) Quality & quantity of seeds:

The Corporation will supply guaranteed (rouged, graded, processed, treated, tagged & sealed) seeds of hybrids & high yielding varieties in such quantities as the corporation may accept & may intimate, standards of quality shall be enforced rigorously at all stages. No distributors shall sell sub - standard seeds in any circumstances. As soon as it is found that any lot of seed is sub-standard on any material point such as viability, size, varieties purity, damage by water or

insects, distributor should refuse to take the delivery of such stock or held up distribution & report the matter to the corporation telegraphically or by FAX, followed by a letter so that the stock may be inspected immediately.

(17) Revalidation of quality:

The seeds supplied by the corporation carry a guarantee period for the germination if stored under prescribed conditions. After the expiry of this period it is likely that the germination may go down, if the seed taken by the distributor are not sold within the specified period, he shall sell the seeds only after these are got revalidated by him from the certification agency of the state. The corporation staff would, however, have the authority to check the stock at random, & if the distributor is found selling the seed without revalidation, the same would amount to breach of agreement & necessary action against him / them shall be taken.

(18) Unsold stocks & after sale service:

The seed stock once purchased for the season from the corporation by the distributor shall not be taken back by the corporation. However decision will be taken by Managing Director. In case, such stocks are handled by the corporation all expenses, whatsoever, including storage, charges incurred for handling of these stock would be recovered from the distributor.

(19) Arrangement of storage:

The corporation would arrange for storage of seeds before delivery to the distributor in its Godown at suitable places. During the distribution season, the distributor shall have to store the seed in a suitable place so that the viability of seed is not affected. The distributor would extend all co-operations to the representative of the quality control authority legally established or the representative of the corporation to inspect his Godown. If in any case, the viability of a particular lot of seeds goes down either because of the infection with the insects, weevils etc. or due to adverse effects of poor storage, that lot will be considered as rejected & the distributor would be bound not to sell it as seed & the losses on this account will have to be born by the distributor.

(20) Settlement of disputes:

In the event of any dispute or difference arising between the corporation & the distributor in any matter covered by this contract arising directly or indirectly there from or connected or concerned with the said contract in any manner the implementation of any other terms and conditions of the said contract, the matter shall be referred to the Managing Director, Gujarat State Seeds Corporation Ltd. Who shall act

as sole arbitrator or nominate a sole arbitrator whose decision shall be final.

(21) Jurisdiction:

The parties expressly agree that this agreement shall be deemed to have been entered in to at Gandhinagar in respect of any matter not covered or related directly or indirectly to this contract, it shall have to resort only to the civil court at Gandhinagar and no other court shall have jurisdiction in the matter.

(Dealer)

Sign:

Name:

Address:

Witness:-

(1)

Sign:

Name:

Address:

(2)

Sign:

Name:

Address:

Place :

Date :



GUJARAT STATE SEEDS CORPORATION LTD., GANDHINAGAR

Application Form for Appointment of Seed Distributor

To,

The Managing Director,
Gujarat State Seeds Corporation Ltd.,
“Beej Bhavan” Sector - 10 A,
Gandhinagar - 382 010.

Passport
Size
Photograph

I apply for Seed Distributorship to sale GSSC's seeds in the state of
. with following details along with application fee amount
of Rs. 2,000/- paid by D.D./Cheque No. Date:
drawn on

1. Name of Firm / Organization :
(In Capital Letter)
2. Name of owner or responsible persons :
of the organization / firm proprietor.
3. Address :
4. District :
5. Telephone No. :
6. Fax No. :
7. E-mail :
8. Weather Proprietary / Partnership :
/ Co-operative / Ltd. Company /
Hindu undivided family / Group
Joint venture? Give name & address
of proprietor / partner / Manager / Karta
9. Position in business :
10. Registration number of the firm :



GUJARAT STATE SEEDS CORPORATION LTD., GANDHINAGAR

11. Address of the shop / storage godown :
12. Network (No. of sale point and details of sub distributors with address)
13. Experience and Turnover of last three years :

Sr	Year	Seed distribution quantity (in Qtls.)	Total turnover (Rs. In lakhs)
1	2012 - 13		
2	2013 - 14		
3	2014 - 15		

14. Name of the bank & its address (for contact) :
15. Current turnover :
16. Are you dealer of any other company?:
Please give the names.
17. PAN No. :
18. VAT TIN No. :
CST TIN No. :
19. Seed License No. issued by quality control /
Agriculture dept. (Xerox copy may please be attached)

Declaration

1. I / We have carefully read the Terms and Conditions of appointment of seed distributor for GSSC Ltd. and agree to abide the same.
2. I / We declare that all information furnished above is correct to the best of my / our knowledge & belief and no part thereof is incorrect.

Place:-

Date:-

Signature of applicant
(With Name, Address & Seal)