

# **TERMS & CONDITIONS FOR NSC SEED DEALERSHIP**

## **1. Methodology:**

Dealership can be granted by:

- i. Inviting applications through Expression of Interest published through Public Advertisement in suitable Media chiefly newspapers and NSC's website.
- ii. In case of direct application in writing for 'Request of Dealership' by eligible aspirant/s to the Area Manager, Area Office of NSC with copy marked to Regional Manager, Regional Office under whose jurisdiction the Area Office carries on business of NSC.
- iii. Through initiation and efforts of officers/ In-charges of Area Office/Regional Office, Area Managers of Area Office, Regional Managers of Regional Offices in their related area of operation only. In such case the prescribed staff as said shall carry out a due diligence exercise of the eligible proposal based on business experience in Agricultural Inputs being minimum 3 years in general and at least 1 years for Seeds in particular; good financial capacity/capability, excellent business credibility in market.

## **2. Business Cycle Year:**

The business year shall be 1<sup>st</sup> April to 31<sup>st</sup> March of next year consisting two seasons as follows:

Kharif Season: 1<sup>st</sup> April to 30<sup>th</sup> Sept  
Rabi & Summer Season : 1<sup>st</sup> Oct to 31<sup>st</sup> March

## **3. Eligibility of Entity:**

<b>Type of Entity</b>	<b>Certifying Authority</b>
Sole Proprietary Firm	From Registrar of Firms
Partnership Firm	Partnership deed
Private Limited Company & Public Limited Company	Duly Registered with Registrar of Companies (ROC)
Sale and Purchase Co-operative Society/Sangh	Duly Registered with State Govt.
Sale and Purchase Multistate Co-operative Society/Sangh	Duly Registered with Central Govt. Registrar of Cooperative Societies.
Farmers & Producers Organization	Accredited/Registered with Small Farmer Agriculture Consortium.(SFAC)
Sole proprietary firm whose proprietor requires special needs (Physically disadvantaged having impairment of more than 50%)	Duly Certified by Authorized Medical Attendant of Govt. Hospital

#### 4. Documents to be submitted by Entity:

S.No.	Document	Submission	Authority
1.	Seed Licence	Mandatory	As per The Seed (Control) Order,1983
<b>TIN (Tax Information Network)</b>			
2.	a. Pan (Permanent Account Number)	Mandatory	As per Income Tax Act,1961
	b. TAN (Tax Deduction & Cancellation Number)	If Applicable	As per Income Tax Act,1961
3.	VAT (Value Added Tax)/Sales Tax Registration Certificate	Mandatory	As per respective State Government Sales Tax Act/Rules
4.	CST (Central Sales Tax) Registration Certificate	If applicable	As per Central Sales Tax Act, 1956
<b>Certificate of Registration</b>			
5.	a. For Sole Proprietary Firm		From Registrar of Firms
	b. For Partnership Firm		Partnership Deed
	c. For Private and Public Ltd. Companies		From Registrar of Companies
	d. For State Level Co-operative		From Registrar of Co-op Societies of respective State Government
	e. For Multi-State Co-operatives		From Registrar of Co-op Societies, GOI.
	f. Individuals with Special Needs (Physically disadvantaged person.		From Authorized Medical Attendant of Govt. Hospitals.
	g. Farmer Producer Organizations		From State/Central SFAC Authorized Authority.
	6.	a Shop/Commercial Establishment Licence/Registration Certificate	Mandatory
b In case of Shops/Commercial Establishment at Village Level	Certificate from Village gram Panchayat signed by official Gram Sevak only		
7.	Shop and Godown ownership Property Card/Lease/Rental Agreement (As may be the case) and except for village level outlets	If possible. However full effort to be made	
8.	Income Tax Returns (Latest for 1 year)	Mandatory	
9.	Annual Balance Sheet (Latest for 2 Years)	Mandatory	
10	3 Blank Cheques written in favour of NSC Ltd		As per prescribed Annex.1

**5. Infrastructure Requirement from Entity:**

- i. Should have owned or hired shop outlet with proper ownership document or Lease/Rental Agreement.
- ii. Should have owned or hired proper and scientific Godown/Storage space of minimum 1000 sq.ft. for storage with proper ownership document or Lease/Rental Agreement.

**6. Security Deposit to be paid by Entity:**

Type of Entity	For All Over India except North Eastern India	For North Eastern States of India (Arunachal Pradesh, Assam, Meghalaya, Manipur, Mizoram, Nagaland and Tripura )
Proprietary & Partnership firms with Single/Multiple Outlets at Village level outlet	Rs.5,000.00	Rs.2500.00
Proprietary of Partnership firms with Single/Multiple Outlets at Taluk/Mandal/District Level.	Rs.25,000.00	Rs.5,000.00
State Level Co-operative Society with Single/Multiple Outlets at Village Level.	Rs.5,000.00	Rs.2500.00
State Level Co-operative Society with Single/Multiple Outlets at Taluk/Mandal/ District Level.	Rs.25,000.00	Rs.5,000.00
Multi-State Co-op.Society	Rs.25,000.00	Rs.15,000.00
All Others	Rs.30,000.00	Rs.20,000.00

The Security Deposit shall be 'Free of Interest Charge Payment' i.e. Entity shall not receive any interest charges for the Security Deposit paid to NSC. Security will be refunded upon termination of dealership after agreed period ,However in case of breach of agreement security may be forfeited.

**7. Agreement:-**

Entity shall have to sign an agreement on non Judicial stamp paper as per the judicial requirement of respective state (copy of agreement enclosed) within one month from issuing of order.

**8. Period of Dealership:-**

The dealership shall be awarded for a period of 3 years or Seed license validity period, whichever is earlier from the date of agreement. Appraisal of dealer performance will be done annually and can be withdrawn based on performance.

**9. Grant of Dealership**

Normally the area of operation for a dealer shall be one district. If area of operation increases beyond one district then separate agreement has to be executed for additional district along with separate security deposit after approval from HO-NSC.

**10. Dealer shall comply with,**

- a. All the statutory requirement under The Seeds Act ,1966; The Seed Rules,1968;The Essential Commodities Act 1955; The Seeds (Control) Order 1983; The Standards of Weight and Measures Act 1976 and all the other statutory compliance for the area of operation of dealer.
- b. Legal requirements prescribed by concerned State for all the products marketed by NSC.
- c. Company Anti-Bribery policy in operation.

**11. Advance Booking Scheme:**

Dealer shall have to mandatorily participate in Advance Booking Scheme for the Products as and when floated by NSC from time to time. Non Participation shall lead to dealer losing his claim for supply of Products. Non –Participation of dealer for more than 3 times can entail termination of dealership at the discretion of NSC.

**12. Continuity of Business:**

The Entity shall have to conduct business in each season i.e. Kharif and Rabi during each year. Failure to do business for continuous 2 years shall lead to termination of dealership and forfeiture of Security Deposit.

**13. Termination:**

Either Party can terminate the Dealership by giving ‘One Months’ notice in writing to the other Party.

**14. Resolution of Disputes:**

Resolution of Disputes shall be made under The Arbitration & Conciliation Act, 1996.The Arbitrator shall be appointed by the CMD of NSC Ltd.

**15. Court Jurisdiction:**

Only the Courts at area of operation of the Regional Office shall be entitled to decide the disputes between the Dealer and NSC.