

## **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 '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 its business of NSC.
- iii. Through initiation and efforts of officers/ In-charges of Area Office/Regional Office, Area Managers of Area Offices, 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 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	Attach copy of PAN Card, TAN Card, GSTRN, copy of Licence issued under Shop & Establishment Act, copy of Bank Pass Book.
Partnership Firm	Partnership deed
Private Limited Company & Public Limited Company	Duly Registered with Registrar of Companies (ROC)
Sale and Purchase Co-operative	Duly Registered with State Govt.

Society/Sangh	
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. Certified Copies of Documents to be submitted by Entity:

S.No	Document	Submission	Authority
1.	Seed Licence	Mandatory	As per The Seeds (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/GST 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
5.	<b>Certified Copies of Certificate of Registration</b>		
	a. For Sole Proprietary Firm	<b>Mandatory</b>	Attach copy of PAN Card, TAN Card, GSTRN, copy of Licence issued under Shop & Establishment Act, copy of Bank Pass Book.
	b. For Partnership Firm		Partnership Deed
	c. For Private and Public Ltd. Companies- Certificate of Incorporation.		From Registrar of Companies
	d. For State Level Co-operative		Certificate of Registration from Registrar of Co-op Societies

				of respective State Government
	e.	For Multi-State Co-operatives		Certificate of Registration from Registrar of Co-op Societies, GOI.
	f.	Individuals with Special Needs (Physically disadvantaged person).		Aadhar Card and copy of Certificate from Authorized Medical Attendant of Govt. Hospitals.
	g.	Farmer Producer Organizations		Certificate of Incorporation from Registrar of Companies and copy of certificate from State/Central SFAC Authorized Authority.
6.	a	Shop/Commercial Establishment Licence/Registration Certificate	Mandatory	As per Shop & Establishment Act of respective State Govt.
	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) for village level outlets	If possible. However full effort to be made	
8.		Income Tax Returns (Latest for 1 year)	Mandatory	Relaxable for new seed dealership license holders
9.		Annual Audited Balance Sheet (Latest for 2 Years)	Mandatory	Relaxable for new seed dealership license holders
10		3 Blank Cheques written in favour of NSC Ltd		As per prescribed Annex.1

**5. Infrastructure Requirements 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:

Category	Type of Entity	For All Over India except North Eastern India	For North Eastern States of India (Arunachal Pradesh, Assam, Meghalaya, Manipur, Mizoram, Nagaland, Sikkim and Tripura )
A	For all types of Entities at Village/Mandal/Taluk (Tehsil) level for Primary Dealership	Rs.5000	Rs.2500
B	For all types of Entities at District level for Primary Dealership	Rs.10,000	Rs.5000
C	For all types of Entities at State level for Primary Dealership	Rs.25,000	Rs.10,000

The above Security deposit is for Primary Dealership only. A Dealer can add any number of additional outlets within the jurisdiction of that category after remitting Rs.1000 per outlet as additional security deposit. The list of outlets should be enclosed along with agreement. The NSC's Terms and conditions of Dealership and agreement shall become applicable to additional outlets open by the dealer. However, it will be the responsibility of the Dealer to ensure the compliance of all the statutory requirements for sale of seeds at additional outlet also.

Dealers can also apply for change of category. If a Dealer of 'A' category wants to change to 'B' category, then the Dealer has to submit the differential amount (Rs.5000/-) as required security deposit and execute new agreement for 'B' category and new Dealers Certificate will be issued by the concerned Regional Office of NSC. The same system will also be followed for category 'B' to 'C' (Differential security deposit would be Rs.15000/- in this case).

The Security Deposit shall be 'Free of Interest Charge Payment' i.e. entity shall not receive any interest charges for the Security Deposit kept with NSC. Security will be refunded upon termination of dealership after agreed

period. However in case of breach of agreement security may be forfeited by NSC.

**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's performance will be done annually and can be withdrawn based on performance.

**9. Grant of Dealership**

The area of operation of Dealer shall be as follows:-

Category of Dealership	Area of Operation
A	Village/Mandal/Taluk (Tehsil)
B	District
C	State

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**10. Dealer shall comply with:-**

- a. All the statutory requirements 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 in respect of the area of operation of dealer.

- b. All Legal requirements prescribed by applicable Laws under concerned States for all the products marketed by NSC.
- c. Company's 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 any Dispute arising out of this agreement, shall be referred to the sole arbitrator appointed by the CMD, NSC Limited under the Provision of the Arbitration & Conciliation Act, 1996 as amended from time to time. Further the place of arbitration shall be New Delhi and language of arbitration shall be English only.

**15. Court Jurisdiction:**

Only the Courts at area of operation of the Regional Office shall be entitled to decide the disputes, other than the matter which can be referred for arbitration, between the Dealer and NSC.