

THE HARYANA STATE COOPERATIVE SUPPLY AND MARKETING FEDERATION LIMITED CORPORATE OFFICE, SECTOR 5, PANCHKULA, HARYANA (INDIA) TEL: 0172-2590520-24, FAX: 0172-2590711 E.Mail: <u>hafed@hry.nic.in</u>, Web-site: www.hafed.gov.in



Application for dealership of fertilizers

Hafed is interested to appoint dealers for sale of DAP and other fertilizers in each District in Haryana. Application form alongwith terms and conditions can be obtained from concerned District Manager Hafed at a cost of Rs. 100/-or can be downloaded from <u>www.hafed.gov.in.</u>, in which case its cost i.e Rs 100/- should be submitted alongwith application in form of draft/ cash receipt . Application in the prescribed form may be submitted to the concerned District Manager Hafed on or before 18.03.2014.

Hafed reserves the right to accept or reject any or all the offers received in this regard without assigning any reason.

Managing Director

Application for dealership of fertilizers

То

The District N	Manager,
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Hafed _____

Subject: Application for dealership of fertilizers

Sir,

	I/ We are interested for dealership of fe	ertilizers	at Town-		District	The
particul	ars alongwith application fee of Rs. 100/	/- in sha	pe of cas	h recei	pt No	- dated
issued l	by the District Manager, Hafed	/ Bank	draft No	D	dated	issued by
Bank	payable at is	given as	under			
1	Name of the applicant					
2	Fathers Name					
3	Address					
4	Communication	(a)	Tele No.			
				Office/	' Shop	
				Resi		
				Mobile	e No	

		(b)	Fax No
		(c)	E-mail address
5	Place Applied for		District
6	Nature of firm/ownership		sole Proprietor/ Partnership
		firm/co	operative/others
(a)	(If partnership name of the partners and or powe	er of atte	orney)
	Please attach copy of partnership dead/power	of attor	ney
(b)	(If Cooperative institution		
	Attach copy of certificate of registration By law	vs Regist	ration no
(c)	Fertilizer license no.		Valid upto
7	Type of dealership required	whole	sale/Retail/ Both
8	if already a dealer – refer no and name of Orga	nizatior	
9	Total investment in fertilizer trade (Rs. in Lacs)		
10	Detail of business operations of the applicant		
	Locationyear of establishment		
	Line of business		
	Area covered		

11 annual sales turn over in fertilizer business of the applicant firm for last three years (attach certify balance sheet / sale tax return /income tax return)

Quantity sold (in MTs) year-1---- year-2--- year-3----

	Value (Rs. in lacs)			
12	Banker	s nameBran	chAccount	no	
13	Whether income tax payee, if yes				
	1	PAN No			
	2	year upto which assess	ed		
	3	attach income tax retu	rns for the last y	ear	
14	Particulars of the sale tax /service tax registrations, if any				
15	Have you ever paid penalty under the Essential Commodity Act and/ or Fertilizer control Order? If yes, give details				

I /We conform that the particulars as given above are true. In case any information is found incorrect even at subsequent sage, Hafed will have the sole discretion for termination of dealership without any financial obligation on the part of Hafed

I /We undertake to abide by the terms and condition of appointment

I/We hereby authorize Mr. ------Managing partner to deal with Hafed and bind our salve jointly as well as severally for any liability /Cost committed by us, of this dealership, on behalf of our Organization, under the terms.

Name of the partners		Signature
1		
2		
3		

4		
		Signature of the applicant
		(Along with Seal of the firm)
	Date;	
	Place;	

Encl:

- 1. Terms and conditions duly signed by the applicant.
- 2. Copy of other documents as mentioned above in the application form.

TERMS AND CONDITIONS FOR APPOINTMENT OF DEALERS

- Application for dealership will be required to be submitted in the prescribed form, which can be obtained from the office of concerned District Manager, Hafed at a cost of Rs 100/- or can be downloaded from the website:<u>www.hafed.gov.in,</u> in which case its cost i.e Rs. 100/- shall be submitted alongwith application in the form of draft/ cash receipt.
- 2. Hafed has the sole discretion to appoint one or more dealers in any Town/ City in Haryana.
- 3. The selected parties for dealership will have to deposit Security amount of Rs.25,000/- in shape of Demand Draft in favour of The Haryana State Cooperative Supply and Marketing Federation Limited, payable at _____ (place). The security will carry no interest and will be refundable only after satisfactory execution of the work by the dealer.
- 4. The selected dealers will be required to have a valid fertilizer license for sale of fertilizers and he will have to complete all modalities regarding the sale permission and other documentation with the Agriculture Department, Haryana as per the provision of Fertilizer Control Order amended up to date, within 15 days of the offer letter for dealership by Hafed.
- 5. The dealer so appointed will not create unhealthy competition with PACSs and CMSs for sale of fertilizers.
- The selected party will submit copy of PAN number and VAT/CST number and its mFMS ID.
- 7. Supplies will be made on the rates and terms and conditions applicable for supply to wholesale marketing societies from time to time. However credit supplies during off season will be made only against Bank Guarantee equivalent to the value of the goods. The prevailing rates and terms & conditions fixed for wholesale society is available with the concerned District Manager, Hafed.

- The selected party will submit an affidavit of undertaking on the stamp paper of Rs. 100/- for performing the business as per terms and conditions of Hafed from time to time.
- 9. The dealership will be purely temporary at this stage and Hafed has the right to terminate the dealership without assigning any reason. Performance of dealers shall be reviewed regularly on six monthly basis and if not found satisfactory, dealership may be terminated.
- 10. FOR supplies will be made within the radius of 20 km from the stocking point of Hafed, subject to lifting of minimum one truck load.. However in case of ex-godown supplies, the transportation charges as applicable in case of CMS/PACS shall be paid.
- 11. Hafed will have full right to make direct supply of Fertilizers to Cooperative Marketing Societies/ PACS and state/ central agencies/ Institutions.
- 12. In case dealer is found to have indulged in unfair practice at any stage, his dealership will be liable to be cancelled.
- 13. The relationship between the Hafed and the dealer will be of principal to principal and nothing contained herein shall operate by implication or otherwise to constitute the dealer as an agent of the Hafed in any respect and for any purpose whatsoever and the dealer shall not act or sign any paper in the name of and on behalf of Hafed.
- 14. All dispute arising out of this dealership shall be referred to the sole Arbitration of the Managing Director, Hafed or his authorized nominee and his decision shall be binding on both the parties.
- 15. The dealer shall comply with all the statutory provisions. Bylaws and regulations prescribed by the Govt. regarding fertilizers marketing including the fertilizer movement order and rules there under. Hafed shall not in any manner whatsoever be responsible for any violation of any law, regulation or direction that may be on record or brought into force, during the course of this dealership. All the consequential liabilities arising out of any violations in this regard by the dealer shall be born exclusively by the dealer be it costs, damages fines, penalty etc.

I/we undertake to abide by the terms and condition of appointment

Name -----

Dated-----

Fathers Name------

Address-----

(Seal of the firm)