

WEST BENGAL LIVESTOCK DEVELOPMENT CORPORATION LIMITED

[A Govt. Of West Bengal Undertaking]

Building No 2 Block – LB 2, Sector – III, Salt Lake City, Kolkata – 700106

TERMS & CONDITIONS

01. The Dealer shall purchase EPIC Brand Animal Feed manufactured by the Corporation from its Feed Plants for sale in the territory as set out in the Annexure-I of the schedule to the agreement
02. The “Dealer” agrees not engage in selling or otherwise being concerned in the sale of products competing in or with any class or merchandise similar to the products of The Corporation. If it is so and for such deviation from practice, prior concurrence of this Corporation need be taken by the “Dealer”.
03. Without Prejudice to the right of the Corporation to terminate the agreement during its currency, on accounts of failure by the Dealer to purchase of EPIC Brand Animal Feed and dealership shall remain for a period of two years from 20th December, 2018.
04. Agreement for the dealership shall be extended biennially at the mutual discretion of both The Corporation and Dealer which shall notify its intention to renew the agreement one month before the date of expiry of the agreement and the Corporation will have the right to judge the performance of the Dealer at the time of renewal.
05. Minimum quantity of EPIC Brand Animal Feed to be purchased by the Dealer from The Corporation is contained in Schedule A of the agreement. Purchase of the minimum quantity is the essence of the agreement.
06. Minimum quantity may be revised upward/downward by the Corporation depending on the market & other considerations if any.
07. The Dealer shall pay the price of the feed as per price ruling at the time of delivery. Which may be revised by the Corporation from time to time less commission as per existing order. The Dealer shall be informed of the revised price, if there be any , at least 7(Seven) days in advance from the date of effect of such revision. Taxes and Duties, if imposed by the Government or Local Authority, will be borne by the Dealer, unless otherwise agreed upon mutually, in addition to the cost of feed.
08. The Dealer shall set up its marketing network i.e. Sub-dealers/Retailers etc, within its area of operation and shall allow them reasonable discount/commission on the prevailing price of feed at his discretion.
09. It will be obligatory for the Dealer to submit monthly purchase & sale statement indicating details of purchase and sales as per format provided by the Corporation.
10. The Corporation reserves the right to supply feed directly to Government Departments, Government Firms, Government Undertakings, and such other similar organization situated within the area of operation of the Dealer and the Dealer shall not be entitled to any commission etc, on such sales.

However The Corporation at its discretion elect to maintain supply to the above organizations through the Dealer and in such an event, such supply shall stand paripassu with other supplies effected by the Dealer.

11. The Dealer shall take delivery of the consignment from respective Feed Plant and arrange for its carriage to its selling points at its own risk and cost. Loading and unloading charges shall be borne by the Dealer unless otherwise specified in writing. It will be obligatory for the Dealer to sale the EPIC Brand Animal Feed in factory-stitched bags per whole bag condition.
12. The Dealer shall satisfy himself as to the State of packing as well as quality of feed at the time of taking delivery of feed and no complaint shall be entertained by The Corporation after delivery is effected.
13. All the materials once delivered Ex-Feed Plant, will be dealers account and risk. The Corporation will not be responsible for any loss, pilferage, shortage or damage to the material during the transit or whatsoever.
14. The Dealer shall place indent to the respective Feed Plant for feed sufficient in advance to facilitate The Corporation to keep the feed ready for delivery on the schedule date. Such indent should be placed by 7 days in advance for the feed to be purchased. If the Dealer fails to take delivery of the indented feed on the schedule date, The Corporation may at its own option, without giving any notice to the Dealer of the same, dispose of the indented feed in whatsoever manner within and or outside the area of operation of the Dealer at the risk and cost of the Dealer. Financial loss of The Corporation in disposing of the feed or 2% of the value of the feed whichever is higher shall be compensated/paid by the Dealer in Cash within 15(Fifteen) days from the date of receipt of notice in this regard. However the Dealer shall be given an opportunity of being heard before issue of the notice.
15. The Corporation will not be liable in any manner whatsoever for non execution of any indent or for any delay in execution thereof as a consequence of any strike, Lockout, shortage of labour, shortage of raw material break down of plant and machinery, disruption in power supply etc. Act of God or restriction on movement of feed or feed ingredients or any inevitable or unforeseen events beyond the control of this Corporation.
16. In the event of failure on the part of the dealer to place indent for minimum Quantity of feed as contained in Annexure II, a penalty may be imposed by The Corporation @ 2% of the value of short fall quantity which must be paid by the Dealer within 15(Fifteen) days from the date of receipt of notice. In this regard ruling price shall be considered in deferring the value of the shortfall quantity.
17. Without prejudice to the provisions of any applicable act and rules, this agreement shall remain operative and incase of any conflict, the provision of the applicable act, rules would prevail over this agreement and necessary compliance in any such event shall be made.
18. Any dispute, difference or question which may arise at any time hereafter between The Corporation and the Dealer touching the true construction of this agreement or the rights and liabilities of the

parties hereto shall, unless otherwise herein expressly provided, be referred to The Managing Director, West Bengal Livestock Development Corporation Limited, Building No 2, Block LB-2, Sector III, Salt Lake, Kolkata-700106, for arbitration.

19. All Disputes are subject to Kolkata Jurisdiction only.

20. Non Refundable Dealership Fees – Rs. 2000/.

SCHEDULE A

The Non-refundable EPIC Dealership Fee Rs.2000/- paid in Cash/DD/NEFT vide M.R. No.dt.

The area of operation of the Dealer will be & the minimum quantity of feed to be purchased by the Dealer from The Corporation will be Five (5) M.T minimum in every month and will be effective from

For and On behalf of the Dealer

**For and On behalf of West Bengal livestock
Development Corporation Limited**

WITNESS Signature

WITNESS Signature

1.Name

1.Name

Address

Address

2.Name

2.Name

Address

Address