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BIPARTITE AGREEMENT BETWEEN VANAM ORCHIDS & FRANCHISEE AGENT

This agreement made between Vanam Orchids , C-14, Neighbourhood shopping complex, sector-4 , Nerul, Navi Mumbai –400706 hereinafter called the “orchid promoter” and the franchisee Grower Mr./ Mrs . _____ Son/wife/daughter of _____ at the address _____

_____ State,

Herein after called “ Grower agent ”

on _____ date, _____ month _____ year.

1. The grower agent hereby expresses willingness to raise and cultivate orchids plantation in the region as specified as per details furnished in schedule given below.
2. The agent along with the promoter will have a field extension team to inspect the land and other resources periodically and provide technical know-how to the grower for cultivating and maintaining the Orchid Plantation. Accordingly the grower also agrees to allow the field team members to visit the plantation from the date of registration to check whether the fertilizer, pesticides, irrigation done at appropriate time for the mentioned area of the orchid cultivation.
3. The agent agrees to provide on behalf of the company supplied by the company the critical inputs viz., seedlings, plants, biofertilisers, biocontrol agents, fertilisers, plant protection chemicals etc as required and advised from time to time for the proposed Orchid cultivation area at recommended quantity on cost basis from the Orchid Promoter and the supply of quality inputs to the growers in right time.
4. The agent undertakes and agrees that it is the full responsibility of the grower to raise, maintain the plantation and achieve the desired yield as set by the promoter, by receiving suitable advises from the company’s field team members then and there.
5. The agent provides the necessary backbone support for the time period of the contract with his growers or franchisee and helps to run the system smoothly as well as provide a feedback on a weekly and monthly basis to the company.
6. The agent hereby agrees to facilitate the produce- Cutflovers /plant parts produced presently and in the future years from the grower to Promoter – Vanam Orchids , as long as the plantation, mentioned in the schedule given below of this agreement exists. Accordingly the promoter also hereby agrees to buy the entire quantity of cutflovers produced by the grower in the farm according to the quality standards agreed by the grower. The agent provides the necessary feedback for the procurement and helps the company maintain its support to the growers.
7. The Promoter agrees to establish regional procurement center at the nearest nodal point for the agent person at the regional level and also the grower agrees to bring the produce properly packed in the system provided to the collection center or the procurement center or the nearby agents premises whichever is near to them.
8. The promoter agrees to buy the cutflovers (Mokaras) from the grower and offers a minimum price of Rs 6.00 for small, Rs 8.00 for the medium and Rs 10.00 for the large cutflovers for the prescribed minimum quality standards and in the future years at negotiable price as per the market conditions. The set price is the minimum procurement price and standard price fluctuations in the market will be intimated from season to season. Proper post harvest practices will be conditional and no short cuts to the quality will be allowed. All flowers not meeting to the criteria set for them will be outright rejected and the same reason will be intimated to the grower at the time of procurement. Especially care is needed regarding Insect attacks and flower drops in the stems as they can harm the real intention of the set business standards.
9. The agent agrees to collect the cutflovers (Mokaras) in the standard sizes as mentioned below:
Small stems – Min stem dia- 6 mm No of flowers – 5 and above Length of the stem – 25 cms to 35 cms.

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Medium stems – Min stem dia- 7 mm No of flowers – 5 and above Length of the stem – 35 cms to 45 cms

Large stems – Min stem dia- 8 mm No of flowers – 5 and above Length of the stem – 45 cms and above.

The flowers will be pulsed with cutflower food and protected by tubes at the bottom of the stem as detailed by us. They will be packed in bunches of 10's and each tray will carry from 8 to 10 bundles. 5 such trays will be packed in Master cartons of the standard size as provided by the promoter's detailing. Flowers will be free from Fungal and insect damage.

10. The Promoter's agent has every right to reject the cutflowers and advice the grower to carryout further post harvest operations like holding, pulsing, treatment and removing affected stems so as to make the flowers lot to the minimum acceptable standards of the market.
11. The agent agrees to accept the standards set in here and available from time to time on the cultivars which are done in the presence of the grower or his representative either at the collection center or premises of the grower or at the procurement centers of the promoter or his agents.
12. The agent facilitates supply of the produce from the growing zone to the main distribution warehouse and undertakes to look into the logistics and support necessary for the same.
13. The agent agrees to support the growers by supplying the necessary inputs so required for fertigation, and pathological care should be taken and given for from time to time on an ongoing basis during the cultivation regime of this contract.
14. The agent agrees to supervise and report on a regular basis on the developments at the farm end and provides the necessary support data to aid the proper cultivation techniques are maintained.
15. The agent will get paid a sum on a regular basis to provide these services over and above a commission on the produce value not exceeding 5 percent or @0.50 per flower whichever is lower of the purchase value of the flowers under his jurisdiction or his collection domain. Over and above there will be a sharing of resources for the service rendered for maintaining the support service to the growers on an ongoing retainership basis. Further a support commission will get payable for all inputs so provided to the grower on a fixed percentage basis not exceeding 4 percent in value of the supplies provided.
16. Force Majeure clause applies to this agreement. Any dispute, which may arise between the two parties, shall be resolved by arbitration by one arbitrator from each party. The decision, award of such arbitration shall be binding on the two parties.
17. Orchid cultivation Schedules: Agent data:

Grower No (1)	Grower's Name & address (2)	Name of the village – Cultivation area (3)	Land's survey No (4)	Field No (5)

Planted area sq.m (6)	Date of planting (7)	Plant details Cultivars, Nos (8)	Yield estimation Per annum (9)	Period of supply contracted (10)

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I "The Grower Agent" appointed agree to abide by the above clauses.

Agent's Name _____

Address /Details/Contact

Authorized Signatory

Vanam Orchids
Franchiser

Dated: _____

Signature of witness (1) _____

(2) _____

Grower Details and particulars as annexure:

Details:

Infrastructure details as annexure: