

Terms and Conditions for Agriculture Sales & Service Representative (ASSR)

1. Introduction

In order to ensure efficient distribution and sale of seeds, planting materials and other agricultural inputs, every Agriculture Sales & Service Representative (ASSR) will have to fulfill the terms and conditions elaborated hereunder, which shall form part of the Agreement (Annex 1) executed for the purpose.

2. Application

- 2.1. Any person desirous of taking up Agriculture Sales & Service Agency for seeds, planting materials, fertilizers and herbicides shall, after understanding the Terms and Conditions apply to the concerned Dzongkhag Administration through Geog and Dzongkhag Agriculture Sector.
- 2.2. The application (Annex-2) will be scrutinized and recommended by the Dzongkhag Administration and forward the application to the National Seed Centre (NSC) for further scrutiny and submission to the DoA for final approval.
- 2.3. The DoA will provide the final approval for appointing ASSRs.

3. Selection Criteria

- 3.1. The Agriculture Sales & Service Representatives should have a valid trade license or registered farmers group certificate,
- 3.2. The Agriculture Sales & Service Representatives should own a shop and godown(s) fit for storing seeds, plants, fertilizers and butachlor,
- 3.3. The Agriculture Sales & Service Representative should preferably possess agricultural background,

4. Appointment

- 4.1. Upon confirming the selection criteria and recommendations from NSC, DoA shall issue the appointment letter to the eligible applicants for a period of 1 year subject to renewal thereafter based on the performance.
- 4.2. After the appointment, the Agriculture Sales & Service Representative will sign a prescribed tripartite agreement (Annex 1) with the NSC and Dzongkhag Administration.
- 4.3. Thereafter, the NSC shall remain the authorized agency of the Ministry of Agriculture & Forests to confirm that the designated Agriculture Sales & Service Representative fulfill the terms and conditions of the Sales & Service Agency.

5. Contract Period

- 5.1. Based on the performance, ASSR appointment can be renewed annually (within 31st January).
- 5.2. For renewal, ASSR shall submit only the application (Annex 2) while the tripartite agreement is required during the initial appointment.
- 5.3. Renewal of contract term for ASSR shall be based on the recommendations of the Dzongkhag Agriculture Sector.
- 5.4. Only the person holding appointment letter from DoA shall operate as ASSR and no sub-contracting is permitted.

6. Responsibilities of ASSR

- 6.1. The Agriculture Sales & Service Representatives shall collect the demands from the farmers/geogs/dzongkhags and submit to NSC.
- 6.2. The ASSR shall submit the demand for inputs to NSC at least 1 year in advance.
- 6.3. The supply shall be made on cash and carry system.
- 6.4. The Agriculture Sales & Service Representatives shall sell the inputs supplied by NSC intact in original container/packing. Therefore, the Agriculture Sales & Service Representatives will not be allowed to re-pack any of the NSC's products.
- 6.5. The Agriculture Sales & Service Representatives shall maintain and submit annual seeds, planting materials, fertilizers and herbicide sales data (Form 1) along with the application.
- 6.6. The Agriculture Sales & Service Representatives shall arrange safe storage and handling of NSC inputs in such a manner that it is well protected against deterioration.
- 6.7. The Agriculture Sales & Service Representatives should display signboards, display valid trade license, appointment order and the latest price list for inputs.
- 6.8. The ASSR shall issue cash memo to all customers compulsorily.
- 6.9. The ASSR shop shall remain open throughout the year.
- 6.10. The Agriculture Sales & Service Representative is required to maintain a minimum stock of agricultural inputs at any given time amounting to not less than Nu. 10,000/-.
- 6.11. The Agriculture Sales & Service Representatives shall sell the inputs of NSC at the price prescribed by NSC.
- 6.12. ASSR shall sell the inputs of NSC within Bhutan only.

7. Delivery of NSC Products

- 7.1. NSC shall deliver the inputs (seeds, planting materials, fertilizers & herbicide) as per the supply order of the ASSR to the base store of ASSR.
- 7.2. Minimum quantity required for NSC to arrange transportation to ASSR and/or Dzongkhags is 1 MT or 2000 seedlings.
- 7.3. ASSR shall bear the cost of unloading the agricultural inputs/supplies.

8. Commission

- 8.1. The Agriculture Sales & Service Representative is entitled to 10% commission on the sale of seeds, planting materials, fertilizers and herbicide supplied by NSC.
- 8.2. The 10% commission for Agriculture Sales & Service Representatives on the sale of seeds, planting materials, fertilizers and herbicide supplied by NSC shall be budgeted by the respective Dzongkhag Agriculture Sector.

9. Performance Monitoring

- 9.1. The National Seed Centre shall oversee and monitor regularly the performance of ASSR.
- 9.2. The Dzongkhag Agriculture Sector shall ensure that ASSR maintains a minimum stock of agricultural inputs at any given time amounting to not less than Nu. 10,000/-.
- 9.3. The Dzongkhag Agriculture Sector shall ensure that seeds and other agricultural inputs of NSC are stored safely.
- 9.4. The National Seed Centre and Dzongkhag Agriculture Sector shall monitor the price and quality of agricultural inputs.
- 9.5. The Dzongkhag Agriculture Sector shall ensure that the inputs are sold within Bhutan only.

10. Disqualification Criteria

- 10.1. Any Agriculture Sales & Service Representative failing to abide by the terms and conditions thereof, the NSC reserves the right for terminating the tripartite agreement on the Sales & Service Representative.

11. Settlement of Disputes

- 11.1. In the event of any dispute the matter shall be referred to the dispute settlement committee. The committee shall comprise of representatives from the Dzongkhag, NSC, DoA and the concerned ASSR.
- 11.2. In the event of any litigation the matter shall be referred to the Court of Law at Paro.

NATIONAL SEED CENTRE

Agreement No.....

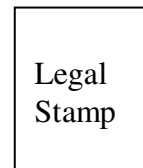
Agreement Form For Agriculture Sales & Service Representative (ASSR)

AGREEMENT made on this day the (dd/mm/yy) between the NSC of the Ministry of Agriculture & Forests, hereinafter called the NSC and M/s..... (Name and address of the Agriculture Sales & Service Representative) hereinafter called the ASSR and the Agriculture Sector of the Ministry of Agriculture & Forests of the concerned Dzongkhag hereinafter called the Dzongkhag.

WHEREAS the NSC, the ASSR and the Dzongkhag have agreed for the Sales & Services arrangement for undertaking the sale of NSC's inputs through ASSR.

Note this Agreement Witnesses;

1. That the Terms and Conditions attached to this Agreement shall form part of Agreement and be binding on the parties and that their relationship shall be governed by the same.
2. The Commission payable or claimable under this agreement shall be paid and claimed from the Agriculture Sector of the concerned Dzongkhag.



Name and Signature of
Dzongkhag Agriculture Officer

Name, Signature and Address of
ASSR

Name and signature of
Program Director
NSC

Name, Signature and Address of
The Witness

NATIONAL SEED CENTRE

Application Form for Agricultural Sales & Service Representative (ASSR)

1. Name (in Block letters) :.....
2. CID.....Contact No.....
3. Village.....Gewog.....Dzongkhag.....
4. Trade license/Registration Certificate No.....
5. New/Renewal
6. How much total annual sales turn-over can be achieved (in general terms)?

Particulars	Volume (Kg)	Value (Nu.)
Seeds		
Planting materials (horticultural crops)		
Fertilizers		
Herbicide		

7. Have you ever been disqualified as an ASSR? Yes/No
8. Names of the other firms/corporations whose agency the applicant presently holds:
.....
9. Experience in handling agricultural inputs:

Seeds	No of years.....
Fertilizers	No of years.....
Herbicide	No of years.....
Others	No of years.....

Declarations

I/We have gone through the NSC's Terms and Conditions of ASSR for NSC's inputs of the Ministry of Agriculture & Forests and hereby agree to abide by them. The above facts are true to the best of my/our knowledge.

Signature
Name of the Applicant

Place:..... Date:.....

ToR for ASSRs, 24th June 2013

Form-1

Name of ASSR.....Gewog.....Dzongkhag.....

Sl. No.	Date	Particular	Quantity (Kg/Nos.)	Gewog	Dzongkhag