



ཕྱི་ལྗོངས་སྤྱོད་འཕུར་ལུ་ལོ་འཇམ་དང་འཕུར་ལུ་ལྷན་དུ་བྱེད་པའི་འཕྲོད་སྤྱོད་ལྷན་ཁང་།

NATIONAL SEED CENTRE

DEPARTMENT OF AGRICULTURE, MoAF

PARO: BHUTAN



NSC/MKT-38/2019-20/740

December 30, 2019

Circular

As approved by the Hon'ble Director, DoA vide note sheet No. NSC/MKT-33/2019-20/269 dated December 24, 2019; National Seed Centre, Paro notifies the revised Terms of Reference for Agriculture Sales and Service Representative.

Therefore, you all are requested to take note of the above approved ToR for ASSR w.e.f. 01/01/2020.


Office Program Director

Copy to:

1. The Hon'ble Director, DoA for kind information
2. All Agriculture and Sales Representative to kindly comply with the revised ToR
3. All Dzongkhag Agriculture Officers to kindly recommend for renewal or appointment based on revised ToR.
4. All Program heads, Farms & Regional Farms, NSC for necessary action.



ཕྱི་ལྗོངས་སྤོང་སྤྱོད་ལྷན་ཁྲིམས་འཛུགས་ཀྱི་འཕུལ་སྤྱོད་ལྷན་ཁྲིམས་འཛུགས་ཀྱི་འཕུལ་སྤྱོད་ལྷན་ཁྲིམས་འཛུགས་

NATIONAL SEED CENTRE

DEPARTMENT OF AGRICULTURE, MoAF

PARO: BHUTAN



NSC/ MKT-33/2019-20/739

24th December, 2019

NOTE SHEET

This is to apprise the Department that the National Seed Centre has under taken the amendment of Terms of Reference for Agriculture Sales and Service Representative 2013. The revision was felt necessary in light of the allocation of 10 % commission budget directly to National Seed Centre from Dzongkhags with effect from current financial year 2019-2020.

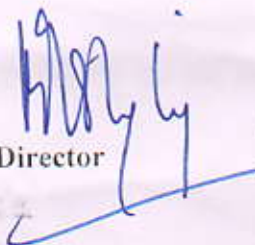
In the revised ToR, the clauses related to butachlor 5G has also been incorporated in consultation with National Plant Protection Centre, Semtokha.

Therefore, we are forwarding the revised Terms of Reference for ASSR for your kind perusal and approval as deemed appropriate with effect from 1st January 2020 for effective service delivery and compliance by all concerned

Submitted for kind approval please.


Offtg. Program Director


Chief Agriculture Officer (APD)


Director

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

1 Introduction

In order to ensure efficient distribution of seeds, planting materials and other agricultural inputs, it is mandatory for every Agriculture Sales & Service Representative (ASSR) to fulfill the following terms and conditions which shall form part of the Agreement (Annex-1) executed for the purpose.

2 Application

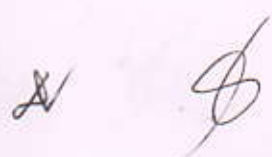
- 2.1 Any person interested in taking up service of ASSR for seeds, planting materials, fertilizers and butachlor 5G only (as per the First Pesticides Board Meeting) and no other herbicides shall submit application to their concerned Dzongkhag Administration through Gewog and Dzongkhag Agriculture Sector for further appointment process.
- 2.2 The applicants must ensure that the terms and conditions are understood properly.
- 2.3 The Dzongkhag Administration shall review, scrutinize and recommend the applicant (Annex-2) to the National Seed Centre (NSC) for further appointment process.
- 2.4 The Department of Agriculture (DoA) shall approve the appointment of ASSR after reviewing the application submitted and recommended by NSC.

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 go down(s) appropriate for storing seeds, plants, fertilizers and butachlor 5 G only.
- 3.3 The Agriculture Sales & Service Representative should preferably possess agricultural sound background.
- 3.4 The ASSR should be in a convenient location for the efficient delivery of services to the farmers.

4 Initial 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 based on the performance.
- 4.2 After the appointment, the ASSR shall sign the tripartite agreement (Annex 1) with the NSC and their Dzongkhag Administration.
- 4.3 Thereafter, the NSC shall remain the authorized agency of the Department of Agriculture to ensure that the designated ASSR fulfill the terms and conditions of ASSRs.



5 Contract Period

- 5.1 Based on the performance, ASSR contract can be renewed annually (within 31st January) through notification from the Department (Appointment/Renewal Order).
- 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 performance and the recommendation of their respective Dzongkhag Agriculture Sector.
- 5.4 Only the person/farmers group holding the appointment letter from the DoA shall be eligible to operate as ASSR.
- 5.5 Sub-contracting/sub-leasing of service of ASSR is strictly prohibited.
- 5.6 Any fertilizer illegally brought into the country (other than NSC) and sold to the farmers shall be liable for penalty
- 5.7 If the ASSR violates/breaches any of terms and conditions, their entity to operate as ASSR for the Department shall be terminated without further consideration.

6 Responsibilities of ASSR

- 6.1 The ASSR shall collect demands for seeds, planting materials and fertilizers from farmers/Gewogs/Dzongkhags and submit to NSC as per the demand schedule. However, for the butachlor 5G, the ASSR will submit the demand to Dzongkhag Agriculture Officer and then to NPPC as per the NPPC demand schedule.
- 6.2 The supply of inputs shall be made on cash and carry system.
- 6.3 The ASSR shall not intentionally alter, repack, obliterate or deface any inscription or overwrite on the original mark made or recorded by NSC on container, label or wrapper of containers or packaging materials.
- 6.4 The ASSR shall maintain and submit annual seeds, planting materials, fertilizers and butachlor 5G data (Form 1) along with the application for renewal.
- 6.5 The ASSR shall arrange safe storage and handling inputs in such a manner that it is well protected against deterioration.
- 6.6 The ASSR should display signboards, display valid trade license, appointment notification and the latest price list for inputs.
- 6.7 The ASSR shall issue cash memo to all customers compulsorily and maintain register for all products sold.
- 6.8 The ASSR shop shall remain open throughout the year.
- 6.9 The ASSR is required to maintain a minimum stock of agricultural inputs at any given time amounting to not less than Nu. 10,000/-.



TOR for ASSRs, 1st January 2020

6.10. The ASSR shall sell all the inputs of NSC/NPPC at the price prescribed by these agencies.

6.11. ASSR shall sell the inputs of NSC/NPPC within Bhutan only.

7 Delivery of NSC Products

7.1 NSC shall deliver the inputs (seeds, planting materials & fertilizers) as per the intent of the ASSR to only one designated delivery point of the ASSR or other clients which remains true for butachlor 5G with NPPC.

7.2 Any pesticide (Butachlor 5G) illegally brought into the country (other than NPPC) and sold to the farmers shall be liable for penalty as per the Pesticides Rules and Regulations of Bhutan 2019. As per this Rule, the stores and chemicals are subject to inspection by BAFRA and NPPC.

7.3 Minimum quantity required for NSC/NPPC to arrange transportation of inputs to ASSRs and/or Dzongkhags shall be based on transportation modality developed by the NSC/NPPC.

7.4 ASSR shall bear the cost of unloading the agricultural inputs/supplies.

8 Commission

8.1 The ASSR shall be charged only 90 % of selling price for commodities (seeds, seedlings and fertilizers) procured from NSC with the remaining 10% as their commission. However, 10 % commissions for the total sale proceed for butachlor (herbicide) will be paid by NSC upon verification of the original bills by NPPC to NSC.

8.2 For the efficient budget utilization, 10% budget provision shall be released to and maintained at NSC and not in the Dzongkhag (the same remain true for butachlor).

9 Performance Monitoring



9.1 The National Seed Centre shall oversee and regularly monitor the performance of ASSRs.

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 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 and NSC shall ensure that the inputs are sold within Bhutan only.

10 Disqualification Criteria

- 10.1 Any ASSR failing to abide by the terms and conditions thereof, the NSC reserves the right to terminate the tripartite agreement of the Sales & Service Representative at any time-upon recommendation from the Gewogs/Dzongkhags.
- 10.2 The new replacement in between the year for the terminated ASSR shall be accepted only if there is an urgent requirement and as per the recommendation from the Gewog/Dzongkhag.

11 Settlement of Disputes

- 11.1 In the event of any dispute the matter shall be referred to the dispute settlement committee comprising 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.

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NATIONAL SEED CENTRE

Agreement No.....

Agreement Form to be signed between Dzongkhag, NSC & ASSR after the new appointment

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 Annual renewal & new appointment of ASSR

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

Particulars	Volume (Kg/Nos)	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

Recommended by:
Name and Signature of DAO

