

**TERMS & CONDITIONS FOR ENGAGEMENT OF OUTSOURCED AGENCY**

**(Sale of Seeds under Commercial Operation)**

**1. Methodology:**

Outsourced Agency can be granted by:-

- i. Inviting applications through Public Advertisement, published in suitable Media chiefly newspapers and JCI's website.
- ii. In case of direct application, in writing 'Request of Outsourced Agency' by eligible aspirant/s, addressed to the DPC Manager or Regional/ RLD Manager to be submitted at the relevant regional/ RLD office of JCI.
- iii. Through initiation and efforts of Officers/ In-charges of DPC, Regional Managers/In-charges of Regional/ RLD Offices in their related area of operation only. **In such case the prescribed staff as said shall carry out a due diligence exercise of the eligible proposal based on good financial capacity/capability, excellent business credibility inmarket.**

**2. Eligibility of Entity:**

Type of Entity	Certifying Authority
Sole Proprietary Firm	Attach copy of PAN Card, TAN Card, GSTRN, copy of License issued under Shop & Establishment Act, copy of Bank Pass Book.
Partnership Firm	Partnership deed
Private Limited Company & Public Limited Company	Duly Registered with Registrar of Companies (ROC)
Sale and Purchase Co-operative	Duly Registered with State Govt.
<b>Society/Sangh</b>	
Sale and Purchase Multistate Co- operative Society/Sangh	Duly Registered with Central Govt. Registrar of Cooperative Societies.
Farmers & Producers Organization	Accredited/Registered with Small Farmer Agriculture Consortium.(SFAC)

**3. Certified Copies of Documents to be submitted by Entity:**

S.No.	Document	Submission	Authority
1.	Seed License	<b>Mandatory</b>	As per The Seeds (Control)Order,1983
	<b>TIN (Tax Information Network)</b>		
2.	a. Pan (Permanent Account Number)	<b>Mandatory</b>	As per Income Tax Act,1961
	b. TAN (Tax Deduction & Cancellation Number)	<b>If Applicable</b>	As per Income Tax Act,1961
3.	GST (Goods & Service Tax) Registration Certificate.	<b>Mandatory</b>	As per Goods & Service Tax Act/Rules, 2017
	<b>Certified Copies of Certificate of Registration</b>		
4.	a. For Sole Proprietary Firm	<b>Mandatory</b>	Attach copy of PAN Card, TAN Card, GSTRN, copy of License issued under Shop & Establishment Act, copy of Bank Pass Book.
	b. For Partnership Firm		Partnership Deed
	c. For Private and Public Ltd. Companies-Certificate of Incorporation.		From Registrar of Companies
	d. For State Level Co-operative		Certificate of Registration from Registrar of Co-op Societies of respective State Government.
	e. For Multi-State Co-operatives		Certificate of Registration from Registrar of Co-op Societies, GOI.
	f. Individuals with Special Needs (Physically disadvantaged person).		Aadhar Card and copy of Certificate from Authorized Medical Attendant of Govt. Hospitals.
	g. Farmer Producer Organizations		Certificate of Incorporation from Registrar of Companies and copy of certificate from State/Central SFAC Authorized Authority.
5.	a. Shop/Commercial Establishment License/Registration Certificate	<b>Mandatory</b>	As per Shop & Establishment Act of respective State Govt.
	b. In case of Shops/Commercial Establishment at Village Level		Certificate from Village Gram Panchayat signed by official Gram Sevak only
6.	Shop and Godown ownership Property Card/Lease/Rental Agreement (As may be the case) for village level outlets	If possible. however full effort to be made	

**4 Infrastructure Requirements from Entity:**

- i. Should have owned or hired shop/outlet with proper ownership document or Lease/Rental Agreement.
- ii. Should have owned or hired proper and scientific Godown/ Storage space of minimum 1000 sq.ft. for storage with proper ownership document or Lease/Rental Agreement.

**5 Memorandum of Understanding (MOU):-**

Entity shall have to sign an MOU with the Corporation for enlisting itself for jute seed sale as per the terms and conditions.

**6 Period of Engagement:-**

The Outsourced Agency shall be awarded for a period of 8 (eight) months or Seed license validity period, whichever is earlier from the effective date of MOU. Appraisal of the outsourced agency's performance will be done periodically and can be withdrawn based on performance.

**7 Outsourced Agency shall comply with:-**

- i. All the statutory requirements under The Seeds Act ,1966; The Seed Rules,1968;The Essential Commodities Act 1955; The Seeds (Control) Order 1983; The Standards of Weight and Measures Act, 1976 and all the other statutory compliance in respect of the area of operation of dealer.
- ii. All Legal requirements prescribed by applicable Laws under concerned States for all the products marketed by JCI.
- iii. Company's Anti-Bribery policy in operation.

**8 Advance Booking Scheme:**

Outsourced Agency shall have to mandatorily participate in Advance Booking Scheme for the Seeds as and when floated by JCI from time to time. Non Participation shall lead to dealer losing his claim for supply of Products.

**9 Termination:**

Either Party can terminate the MOU signed with the outsourced agency by giving '15 days' notice in writing to the other Party.

**10 Resolution of Disputes:**

Resolution of any Dispute arising out of the MOU shall be referred to the sole arbitrator appointed by JCI Limited under the Provision of the Arbitration & Conciliation Act, 1996 as amended from time to time. Further the place of arbitration shall be the respective Region/ RLD and language of arbitration shall be English only.

**11 Court Jurisdiction:**

Only the Courts at area of operation of the Regional/ RLD Office shall be entitled to decide the disputes, other than the matter which can be referred for arbitration, between the Outsourced Agency and JCI.